


**OFFICE OF THE TRANSPORT COMMISSIONER-CUM-CHAIRMAN  
STATE TRANSPORT AUTHORITY, ODISHA, CUTTACK**

**TENDER CALL NOTICE**

Letter No: LXVII-21/2015/R.S/T.C | 4048 Date. 23.12.2021.

Sealed tenders are invited for selection of agency for supply, installation, operation and Maintenance of Call Centre for this office latest by 15.01.2022. For details please go through our website [www.odishatransport.gov.in](http://www.odishatransport.gov.in)

By order of Transport Commissioner

  
Addl. Commissioner Transport (Admin)  
STA, Odisha Cuttack



**STATE TRANSPORT AUTHORITY  
GOVERNMENT OF ODISHA**

**Request for Proposal (RFP)**  
**for**  
**Selection of Agency for Supply, Installation, Operation &  
Maintenance**  
**of Call Centre for State Transport Department, Odisha**

RFP No.: LXVII-21/2015/RS/TC/ 14048

Date: 23.12.2021

#### A. DISCLAIMER

State Transport Authority, Odisha (hereinafter referred to as "STA , Odisha") has issued this Request for Proposal (hereinafter referred to as "RFP") for "Selection of Agency for Supply, Installation, Operation & Maintenance of Call Centre for State Transport Department, Odisha" on such terms and conditions as set out in this RFP document, including but not limited to the Functional and Technical Specifications and requirements set out in this RFP document.

The information contained in this RFP document or subsequently provided to Bidders whether verbally or in documentary or in any other form, by or on behalf of STA, Odisha or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor invitation by or on behalf of STA, Odisha to the prospective bidders or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in making their offers, financial or technical ("Proposals") pursuant to this RFP document.

This RFP document includes statements, which reflect various assumptions and assessments arrived at by STA, Odisha in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for STA, Odisha, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document.

The assumptions, assessments, statements, and information contained in the RFP document may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP document and obtain independent advice from appropriate sources. The bidders are also requested to go through this RFP document in detail and bring to notice of STA, Odisha any kind of error, misprint, inaccuracies, or omission in the document. STA, Odisha reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. STA, Odisha also reserves the right to decline to discuss the project further with any party submitting a proposal. STA, Odisha, its employees, and advisors also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RFP document.

STA, Odisha may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document. The issue of this RFP document does not imply that STA, Odisha is bound to select a bidder or to appoint the successful bidder or Implementation Agency as the case may be, for the project and STA, Odisha reserves the right to reject all or any of the bidders or proposals without assigning any reason whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by STA, Odisha or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the bidder and STA, Odisha shall not be liable in any manner whatsoever for the same or for any other costs

or other expenses incurred by a bidder in preparation or submission of the proposal, regardless of the conduct or outcome of the bidding process.

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**B. ABBREVIATIONS**

Sl. No.	Abbreviation	Description
1.	BOM	Bill of Material
2.	CAPEX	Capital Expenses
3.	CCEs	Call Centre Executives
4.	CM Helpline	Chief Minister Helpline
5.	CRM	Customer Relationship Management
6.	EMD	Earnest Money Deposit
7.	EPF	Employee Provident Fund
8.	ESIC	Employee State Insurance Corporation
9.	FY	Financial Year
10.	GSTIN	Goods and Service Tax India Number
11.	ISO	Indian Standard Organization
12.	IT	Information Technology
13.	ICT	Information and Communications Technology
14.	ISP	Internet Service Provider
15.	LoI	Letter of Intent
16.	LoA	Letter of Award
17.	LLP	Limited Liability Partnership
18.	LAN	Local Area Networking
19.	MIS	Management Information System
20.	NDA	Non-Disclosure Agreement
21.	NIT	Notice Inviting Tender
22.	OPEX	Operational Expenses
23.	QCBS	Quality-Cum-Cost Based Selection
24.	RFP	Request for Proposal
25.	SMS	Short Message Service
26.	NDA	Non-Disclosure Agreement
27.	ULB	Urban Local Body

**C. DEFINITIONS**

Sl. No.	Terms	Definition
1.	Contract Agreement	Contract Agreement means the Agreement to be signed by the Successful Bidder and STA, Odisha.
2.	Site	Site shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per the Agreement
3.	Bidder	Bidder means any firm or group of firms or companies offering the service(s) and/ or materials asked for in the RFP. The word bidder, when used in the pre-award period shall be synonymous with bidder, and when used after intimation of successful bidder shall mean the successful bidder, also called 'Vendor, Agency or Bidder', with whom STA, Odisha signs the Contract.
4.	Government	Government means the Government of India and Government of Odisha.
5.	Date of Completion	The Date of Completion is the date for completion of the whole works, set out in this RFP document, or any subsequently amended by the STA, Odisha.
6.	Works	The Works shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered works or temporary and urgent works as required for performance of the contract.
7.	Installation	Installation means installation of the Hardware and Software for the Call centre solutions and STA, Odisha has signed and approved the installation report.
8.	SLA	The level of service and other performance criteria which will apply to the Services delivered by the successful bidder
9.	Services	Services means the work to be performed by the Successful bidder pursuant to this Contract, as detailed in the Scope of Work
10.	Rates/Prices	Rates/Prices means prices of supply of equipment's, services and manpower quoted by the bidder in the Price Proposal submitted by him and/or mentioned in the Contract

Sl. No.	Terms	Definition
11.	Party/Parties	Party means STA, Odisha or the bidder, as the case may be, and "Parties" means both of them.
12.	Services	Services means the work to be performed by the bidder or successful bidder including the supply of related accessories, transportation, insurance, customization, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the supplied equipment to be provided by the bidder or successful bidder and as specified in the Contract.
13.	Successful Bidder	Successful Bidder means whose bid to perform the Contract has been accepted by STA, Odisha and is named as such in the Letter of Intent (LoI).
14.	Similar Project	Supply of Desktops, Server, IPPBX, Network Switch and Installation, Operation & Maintenance of Call Centre including call centre agents (CCEs) in India.

**D. BID DATASHEET**

Sl. No.	Particular	Details
1.	RFP Reference Number	LTR No.:LXVII-21/2015/RS/TC/ 14048 Date: 23.12.2021
2.	Name of the Purchaser	State Transport Authority, Odisha
3.	Name of the Assignment	Selection of Agency for Supply, Installation, Operation & Maintenance of Call Centre for State Transport Department, Odisha
4.	Date of issue of RFP	Date: 24.12.2021
5.	RFP document available	Soft copy can be downloaded from the following website: <a href="http://www.odishatransport.gov.in">www.odishatransport.gov.in</a>
6.	Last date for submission of Queries for clarifications	Date: 03.01.2022 Time: Till 17:30 hrs.  Email: <a href="mailto:staroadsafety@gmail.com">staroadsafety@gmail.com</a>
7.	STA's Odisha Response to Pre-Bid Queries by uploading in website	Date: 07.01.2022  website: <a href="http://www.odishatransport.gov.in">www.odishatransport.gov.in</a>
8.	Last date and time for submission of Proposals (Proposal Due Date)	Date: 15.01.2022 at 15:30 hrs.
9.	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered.
10.	Address for Submission & Opening of Proposals	<b>Mode of Submission: Physical Submission</b>  Place: State Transport Authority, 7th Floor, Conference Hall, Rajaswa Bhawan, Cuttack – 753002
11.	Place, Date and time of opening of Proposals (Packet- I)	<b>Place:</b> State Transport Authority, 7th Floor, Conference Hall, Rajaswa Bhawan, Cuttack – 753002  Date: 15.01.2022 at 16:30 hrs.
12.	Place, Date and time of opening of Technical Bid (Packet- II)	<b>Place:</b> State Transport Authority, 7th Floor, Conference Hall, Rajaswa Bhawan, Cuttack – 753002  Date: 18.01/2022 at 16:30 hrs.
13.	Date and time for Presentation	<b>Date &amp; Time:</b> Date will be communicated to eligible bidders after TQ evaluation in due course of time. The mode of presentation (In-Person or Online) will also be communicated during that time.

# RFP of Selection of Agency for Supply, Installation, Operation & Maintenance of Call Centre for STA, Odisha

Sl. No.	Particular	Details
14.	Place, Date and time of opening of Price Proposal ( <b>Packet- III</b> )  (Only of those bidders who have qualified in the technical evaluation stage)	<b>Place:</b> State Transport Authority, 7th Floor, Conference Hall, Rajaswa Bhawan, Cuttack – 753002  <b>Date &amp; Time:</b> Will be communicated later to the technically qualified bidders at Email ID provided by bidders.
15.	Non-Refundable Tender Fee	INR 10,000 (Ten Thousand) only as DD drawn on any Nationalized Bank payable at Cuttack in favour of “ <b>Transport Commissioner</b> ” and payable at <b>Cuttack</b>
16.	Bid Security Amount (EMD)	<b>EMD is exempted.</b>  Instead, bidders need to provide a Bid Security Declaration as per format provided in Annexure- 2.
17.	Bid Validity Period	180 days from the Proposal Due Date
18.	Method of Selection	Three stage evaluation process comprising of: <ul style="list-style-type: none"><li>• Pre-Qualification Evaluation,</li><li>• Technical Evaluation, and</li><li>• Commercial Evaluation</li></ul> The selection of the successful bidder shall be based on QCBS Method
19.	Point of Contact from STA, Odisha regarding RFP	Joint Commissioner Transport (Road Safety)  State Transport Authority, Odisha, 6th Floor, Rajaswa Bhawan, Cuttack – 753002  Email: <a href="mailto:staroadsafety@gmail.com">staroadsafety@gmail.com</a>
	Website address	<a href="http://www.odishatransport.gov.in">www.odishatransport.gov.in</a>

STA, Odisha may extend this tender schedule for any other administrative reason. Applicant has to send the bid document via Post/Courier and ensure the bid document shall be reached on or before the schedule date of tender mentioned in Bid Datasheet. Tendering authority is not responsible for any postal / courier service delay.

## 1. INTRODUCTION

### 1.1. About State Transport Authority, Odisha

State Transport Authority (STA), Odisha is an apex body for enforcing and regulating road transport administration in the State of Odisha. STA, Odisha came in existence as per MV Act 1989. The Act, besides enforcing restrictions on the movements of vehicles on road in terms of registrations, licensing, permits, tax and penalties elaborate procedures and rules, ensured the formation of STA, Odisha and RTOs at State and district level. STA, Odisha is located at Rajaswa Bhawan, 6th Floor, Chandini Chowk, Cuttack-753002.

STA, Odisha plays vital role in the state economic activities and touches almost all sections of the community. STA, Odisha is entrusted with the responsibility of various road transport related functions and activities including in administering, regulating and controlling Motor Vehicles in accordance with the provisions of the Motor Vehicles Act, 1988 and the Central Motor Vehicles Rules, 1989. The main mission of STA, Odisha is to ensure the strict compliance of the Motor Vehicles Act 1988 by the latest modern technology for promoting the transportation facilities in 21st century to meet with the expectations of the citizens and thus to remain dedicated day and night, to the services of the citizens and to make the public services more and more progressive.

### 1.2. Project Overview

STA is seeking a proposal to set- up and manage end to end facilities of Call Centre. The requirement entails for handling calls through IP PBX system, Headphones and CRM Software (existing STA's Software) with call recording facilities which will be integrated to a web application for the grievance handling. Call Centre will be operational 24 x 7 x 365 included Sunday and Govt. Holidays.

This Call Centre comprises of an Integrated Grievance Redressed System providing a single platform for citizens of Organization to log, monitor and escalate their grievances. It converge versatile mode of communication like Mobile, SMS, Email & Website to register, track, and resolve grievances. It helps in collating citizen's grievances and channelizing their problem solving.

The Call Centre, being operated from space provided by STA, Cuttack shall be operational 24 x 7 x 365 days on different issues faced by the citizens and translates the grievance into the computer. 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 there in for taking preventive actions.

## 2. INSTRUCTIONS TO THE BIDDERS

### 2.1. RFP Notice

This RFP document is being published by the State Transport Authority, Odisha for "Selection of Agency for Supply, Installation, Operation & Maintenance of Call Centre for State Transport Department, Odisha for a period of 3 years. The contract with the Successful bidder may be extendable for additional 2 years after completion of 3 years of contract period upon satisfactory performance.

This RFP documents (non-transferable) for above mentioned work shall be issued from 25.12.2021 on STA's website specified in the Bid Datasheet. RFP document can be downloaded from the website specified in the Bid Datasheet. Bidders are required to submit the cost of the RFP document along with Bid document as mentioned in the Bid Datasheet, failing which the proposal shall be summarily rejected. The cost of RFP document is required to be submitted as per details provided in Bid datasheet with supporting documents on or before the proposal due date and time of submission. Bidders should have valid registration with appropriate authorities for statutory taxes as applicable.

STA, Odisha reserves the right to reject any or all the Bids without assigning any reason thereof and also not bound to accept lowest Tender. Bids which do not fulfil any of the prescribed conditions or found incomplete in any respect are liable to be rejected.

The Proposals submitted by the bidders shall be opened on the last date and time of submission of the proposals specified in Bid Datasheet in presence of Bidders or their authorised representatives who wish to be present. The Price Bids of technically qualified bidders shall be opened at a later date in presence of bidders or their authorised representatives and the technically qualified bidders shall be informed in advance about the opening of their price bid.

Modification/ Amendments/Corrigendum, if any shall not be Advertised in the newspaper but shall be published in the website as specified in the Bid Datasheet.

### 2.2. General Information and Guidelines

- 1) All the bidders are requested to kindly go through the scope of work, time schedule and terms and conditions including all the provisions of this RFP document and submit their proposal accordingly.
- 2) Bidders shall provide all the information as per this RFP document and in the specified formats.
- 3) The Successful Bidder will be selected through QCBS method (**70 % Technical Evaluation and 30 % Commercial Evaluation**).
- 4) Agency who meets the eligibility requirements in terms of this RFP document are eligible to submit proposal in response to this RFP document.
- 5) No bidder shall submit more than one proposal for the project.
- 6) Bid Security Declaration and Tender Fee are to be submitted with technical proposal, without which tender will be considered as incomplete and shall be liable for rejection of the proposal.



- 7) The successful bidder shall be required to, inter alia: (a) enter into the agreement, (b) adhere to the provisions of the agreement so entered into, and (c) implement the project in accordance with the terms and conditions of the said agreement.

### **2.3. Bidding Process**

STA, Odisha invites proposals in response to this RFP from eligible entities ("Bidders") for undertaking the Supply, Installation, Operation & Maintenance of Call Centre for State Transport Department, Odisha as described in this RFP document.

The proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document (hereinafter referred to as the "**Evaluation Methodology**") in order to identify the successful bidder for the project (hereinafter referred to as the "**Successful Bidder**"). The successful bidder would be required to enter into an agreement and perform the obligations as stipulated therein, in respect of the project.

Pursuant to the issue of this RFP, STA, Odisha shall receive proposals, prepared and submitted in accordance with the terms set forth in this RFP document and other documents to be provided by STA, Odisha pursuant to this RFP including annexures thereto (collectively referred to as the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by STA, Odisha.

The bidding document and all attached documents are and shall remain the property of STA, Odisha and are transmitted to the bidders solely for the purpose of preparation and submission of their respective proposals in accordance herewith. Bidders shall not use it for any purpose other than for preparation and submission of their proposals. STA, Odisha will not return any proposal, or any information provided along therewith.

Any condition or qualification contained in the proposal shall render the proposal liable to rejection as a non-responsive proposal.

- STA, Odisha has adopted a QCBS process (the "Bidding Process") for the Selection of Agency for Supply, Installation, Operation & Maintenance of Call Centre for State Transport Department, Odisha. As part of the bidding process, the eligible bidders are being called upon through this RFP to submit their proposals as specified in the Bid Datasheet in accordance with this RFP document.
- STA, Odisha reserves the right to reject the proposal of a bidder if the contents of their proposal are not substantially responsive to the requirements of this RFP document.
- Only such bids that are accompanied by requisite Bid Security declaration and cost of RFP document shall be considered for evaluation of their technical proposals.
- The bidders who meet the eligibility criteria (Pre-Qualification) based on evaluation of their proposals shall only be considered for evaluation of their Technical Proposal.

- The bidders whose technical score based on evaluation of their technical proposals is equal to or above the Threshold Score as per Clause 4.9 shall be considered for evaluation of their price proposal.
- The successful bidder shall be selected based on Quality cum Cost Based Selection (QCBS) method.
- The bidders are expected to carry out, at their own cost, due diligence as may be required to submit their proposals for undertaking the project.
- Details of the process for selection of successful bidder, including the schedule of bidding process as provided in Bid Datasheet, are provided as part of this RFP.
- Bids shall be received only through "Physical Submission".
- Bidder shall submit tenders in Three Parts under Main Envelop, each in a separate packet (**Packet I – Pre-Qualification Documents**), (**Packet II - Technical Proposal**) and (**Packet III - Price Proposal**) super-scribed with the RFP document number on all packet (**Pre – Qualification, Technical Proposal and Price Proposal**).
- **Packet-I:** Original copy of Qualifying documents (Pre – Qualification) complete with all required details (including Tender Fee and Bid Security Declaration) with proper indexing). these documents need to be super scribed as "**Pre-Qualification**".
- **Packet-II:** Original copy of technical Proposal complete with all technical details with proper indexing. these documents need to be super scribed as "**Technical Proposal**".  
**Note:** Filling up prices in (**Packet I & Packet II**) documents is strictly prohibited and might render the bidder disqualified.
- **Packet-III:** Original financial bid with full price details needs to be super scribed as "**Price Proposal**".
- Only detailed complete bids in the prescribed forms or templates indicated above shall be received prior to the closing time and date of the bids shall be taken as valid.

#### **2.4. Eligible Bidders**

The bidders eligible for participating in the bidding process shall be a business entity incorporated under the Companies Act, 1956/2013.

The bidder who has earlier been barred or blacklisted by STA, Odisha or GoI or any State Government or any other Government Entity in India from participating in any bidding process shall not be eligible to submit a proposal, if such bar exists as on the proposal due date. The bidder shall be required to furnish a self-declaration as per format provided in Annexure -1.

#### **2.5. Number of Proposals**

Each bidder shall submit only one (1) proposal in response to this RFP document. Any entity, which submits or participates in more than one proposal will be disqualified.

#### **2.6. Verification of Documents**

STA, Odisha reserves the right to verify all statements, information and documents submitted by the bidder in response to this RFP document. Failure of STA, Odisha to undertake such verification shall

not relieve the bidder of its obligations or liabilities hereunder to submit true and correct information, nor will it affect any rights of STA, Odisha.

## **2.7. Language**

The proposal, and all related correspondence and documents related to the proposal exchanged between the bidder and STA, Odisha shall be written in the English language only. The supporting documents and printed literature furnished by the bidder with the Proposal may be in any other language provided that they are accompanied by a true and correct official translation into English and duly certified. Supporting materials that are not translated into English will not be considered for evaluation of the proposal. For the purpose of interpretation and evaluation of the proposal, the English language translation shall prevail.

## **2.8. Currency**

The currency for the purpose of the proposal shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India as on fifteen days prior to bid due date. In all such cases, the original figures in the relevant foreign currency and the Indian Rupee equivalent thereof must be given. The exchange rate applied shall be clearly stated.

## **2.9. Cost of RFP Document**

RFP document can be downloaded from the website specified in the Bid Datasheet. Bidders are required to submit the cost of the RFP document as mentioned in the Bid Datasheet, failing which the proposal shall be summarily rejected. The cost of RFP document is required to be submitted as per details provided in Bid datasheet.

## **2.10. Clarifications by Bidders**

- Bidders requiring any clarification on the RFP document may notify STA, Odisha in writing by e-mail within such date as specified in the Bid Datasheet.
- All correspondence/ enquiries/ request for clarifications should be submitted in the format as specified in Annexure 13 to the point of contact from STA, Odisha as specified in the Bid Datasheet in writing by e-mail and should have the following as subject:

**Queries/Clarification regarding RFP for  
“Selection of Agency for Supply, Installation, Operation & Maintenance  
of Call Centre for State Transport Department, Odisha”**

- STA, Odisha shall endeavour to respond to the queries raised or clarifications sought by the bidders. However, STA, Odisha reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring STA, Odisha to respond to any query or to provide any clarification.
- STA, Odisha may, also on its own, if necessary, issue interpretations and clarifications to all bidders. All clarifications and interpretations issued in writing by STA, Odisha shall be deemed to be part of the RFP

document. Verbal clarifications and information given by STA, Odisha or their employees, advisors or representatives shall not in any way or manner be binding on STA, Odisha.

#### **2.11. Amendment of RFP Document**

- At any time prior to the proposal due date, STA, Odisha may, for any reason, whether at its own initiative or in response to clarifications requested by bidders, modify the RFP document by way of issue of Addendum/ Corrigendum.
- Any Addendum/ Corrigendum issued will be uploaded on the website specified in the Bid Datasheet. Bidders are advised to visit the website regularly to keep themselves updated. Any Addendum/ Corrigendum thus issued will be binding upon them.
- In order to afford the bidders reasonable time in which to take an Addendum/ Corrigendum into account, or for any other reason, STA, Odisha may, at its own discretion, extend the proposal due date.
- STA, Odisha, may in its sole discretion and without assigning any reason, modify, alter or amend all or any part of the schedule of bidding process by issue of Addendum/ Corrigendum to the RFP document.

#### **2.12. Miscellaneous**

- 1) The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Cuttack shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process.
- 2) STA, Odisha, in its sole discretion and without incurring any obligation or liability, reserves the right to:
  - suspend and/or cancel the bidding process and/or amend and/or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
  - to consult with any bidder in order to receive clarification or further information; retain any information and/or evidence submitted to STA, Odisha by, on behalf of, and/ or in relation to any bidder; and
  - independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any bidder.
- 3) It shall be deemed that by submitting the proposal, Bidders agrees and releases STA, Odisha, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

#### **2.13. Disqualification**

If the bidder meets the guidelines/ terms and conditions as set forth in this RFP document, STA, Odisha, at its discretion, may disqualify any bidder(s) if:

- The bidder has been blacklisted by STA, Odisha or GoI or any State Government or Central Government or any Government agency/ Department in India as on Proposal Submission Due Date; or

- The bidder has made misleading or false representation in the forms, statements and attachments submitted.
- Any attempt by a bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing Tender shall make the Tender submitted by those bidders liable for rejection/disqualification.

#### **2.14. Abnormal Price of Component/Resources**

The bidders are expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering specifications and conditions of contract. This will avoid a loss of profit or gain in case of curtailment or change of specifications for any item. If it is noticed that the unit rates quoted by the bidders for any items are usually high or unusually low, it will be sufficient cause for rejection of the Tender unless the STA, Odisha is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the bidder on demand. Notwithstanding anything there in stated, the rates once accepted by the STA, Odisha shall be final.

#### **2.15. Conflict of Interest**

- 1) The bidder or any members and / or partners associated with the project shall hold the STA, Odisha interests' paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 2) Agency not to Benefit from Commissions, Discounts: The payment of the agency shall constitute the only payment in connection with this Contract or the Services, and the agency shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the agency shall use their best efforts to ensure that the personnel and agents or either of them similarly shall not receive any such additional payment during the entire project agreement period.
- 3) Prohibition of Conflicting Activities: The agency shall not engage, and shall cause their personnel, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 4) A bidder shall not have a conflict of interest that may affect the selection process of Agency for Supply, Installation, Operation & Maintenance of Call Centre for State Transport Department of STA, Odisha. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, STA, Odisha shall appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Office of Transport Commissioner for, inter alia, the time, cost and effort of STA, Odisha including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available STA, Odisha hereunder or otherwise.

- 5) The bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with STA, Odisha. Additionally, such disclosure shall address all potential elements, which would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

#### **2.16. Prevention of Corrupt or Fraudulent Practices**

- 1) The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, STA, Odisha shall reject a Proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the **“Prohibited Practices”**) in the Selection Process. In such an event, STA, Odisha shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine Public pre-estimated compensation and damages payable to STA, Odisha for, inter alia, time, cost and effort of STA, Odisha, regarding the RFP, including consideration and evaluation of such bidder’s Proposal.
- 2) For the purposes of this condition on prohibited practices, the following terms shall have the meaning hereinafter respectively assigned to them as follows:
  - a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of STA, Odisha who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of STA, Odisha, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of STA, Odisha in relation to any matter concerning the Project.
  - b. “fraudulent” practice means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of STA, Odisha, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition;

- c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d. "Unfair trade" practices mean supply of goods or services (Computer Hardware, Software, Network Equipment, IPBX and Call Centre related component, services etc.) different from what is mentioned in the bid documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by STA, Odisha.
- e. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by STA, Odisha with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- f. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **2.17. Validity of Proposal**

- 1) The proposal shall indicate that it would remain valid for a period not less than the bid validity period specified in the Bid Datasheet. STA, Odisha reserves the right to reject any proposal that does not meet this requirement.
- 2) The Bid submitted by the bidders shall be valid for minimum period of 180 days from the date of opening of the Price Proposal.
- 3) Prior to expiry of the bid validity period, STA, Odisha may request the bidder to extend the period of validity for a specified additional period.
- 4) The bidder agreeing to the request will not be allowed to modify its Bid but would be required to extend the validity of its Bid for the period of extension in all respects. Bidder refusing the request shall not be eligible to participate further in the bidding process.
- 5) The bid validity period of the successful bidder shall automatically be extended till the date on which the Agreement is executed and comes into force, subject to a maximum of ninety (90) days from the original bid validity.

#### **2.18. Bidders Responsibilities**

- 1) The bidders are expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of this RFP document will be at the bidder's own risk.
- 2) In case, bidder feels that there is any inconsistency or discrepancy in requirements specified in the bidding documents, the bidders should bring the same to the notice of STA, Odisha, on or before Pre-Bid meeting. In case, any inconsistency/ discrepancy in any of the requirements is discovered after submission of the Bid or execution of the Agreement. STA, Odisha shall reserve the right to clarify and interpret, which of the requirements shall take precedence. The decision of STA, Odisha shall be final and binding.

- 3) It would be deemed that prior to the submission of proposal, the bidder has:
- a. made a complete and careful examination of the various aspects of the Project including but not limited to:
    - requirements, and other information set forth in this RFP document;
    - all other matters that might affect the bidder's performance under the terms of this RFP document;
    - a diligent scrutiny and conformity with the terms and conditions of the draft Agreement;
    - applicable laws and regulations in force in India and those applicable to the project.
  - b. received all such relevant information as it has requested from STA, Odisha.
    - STA, Odisha shall not be liable for any omission or mistake or error or neglect by the bidder in respect of the above.



### 3. PREPARATION AND SUBMISSION OF PROPOSALS

Bidders shall provide all the information as per this RFP document and in the specified formats. STA, Odisha reserves the right to reject any proposal that is/are not in the specified formats. Proposals shall include “Pre-Qualification”, “Technical Proposal” and “Price Proposal” as described in this clause.

#### 3.1. Preparation of Proposals

The proposals shall consist of “Pre-Qualification” (Tender Fee and Bid Security Declaration), Technical Proposal and “Price Proposal” comprising the following:

##### I. List of Pre-Qualification Documents:

Sl. No.	Documents to be submit	Yes/No
1.	Tender Fee	
2.	Incorporation Certificate	
3.	GST Certificate	
4.	Details of Bidders – Annexure - 1	
5.	Bid Security declaration – Annexure - 2	
6.	Power of Attorney – Annexure - 3	
7.	Self-Declaration of Non blacklisting – Annexure - 4	
8.	Manufacturer Authorization Form – Annexure - 5	
9.	Un-Priced BOQ – Annexure - 6	
10.	Draft Agreement - Annexure - 14	
11.	Pre-Qualification Compliance supporting documents	
12.	Any others relevant documents	

##### II. List of Technical Proposal Documents:

Sl. No.	Documents to be submit	Yes/No
1.	Financials from Statutory Auditors – Annexure -7	
2.	Bidders Experience - 8	
3.	Project data Sheet – Annexure - 9	
4.	Technical Specification – Annexure - 10	
5.	Product Specification Datasheet/ Brochures etc.	
6.	Technical-Qualification Compliance supporting documents	
7.	Any others relevant documents as per RFP	

##### III. Price Proposal

As per the format mentioned under Clause 4.11

- All the required information shall be furnished strictly in prescribed formats only. Any information other than in the prescribed formats shall not be entertained.

- The proposal shall be evaluated on the basis of information furnished in the prescribed formats. Bidder shall ensure that the **Price Proposal** or any price related information is not included in its **Technical Proposal**.
- The proposal shall be typed or printed in indelible ink and the bidder shall initial each page, along with organization seal. All the alterations, omissions, additions, or any other amendments made to the proposal shall be initialled by the person signing the proposal.
- The proposal shall contain an index in the beginning denoting proposal contents and their respective page numbers.

### **3.2. Submission of Proposals**

The proposal shall be submitted, through **Physical Submission** as details specified in the Bid Datasheet, as per the procedure given below:

- Physical Copy of complete Qualifying Documents (**Pre-Qualification**) to eligible for Technical Opening including Bid Security Declaration as per Annexure 2 and Tender Fee in form of DD as specified in Bid Datasheet.
- Physical Copy of complete Technical Proposal with proper Indexing.
- Price Proposal as per the format and Annexure 11.

### **3.3. Proposal Due Date**

- 1) The proposal should be submitted on or before the proposal due date mentioned in the Bid Datasheet in the manner and form as detailed in this RFP document.
- 2) STA, Odisha may extend the proposal due date by issuing an Addendum in accordance with Clause 2.11

### **3.4. Modification and Withdrawal of Proposals**

- 1) The bidder may modify, substitute or withdraw its proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by STA, Odisha prior to the proposal due date. No Bid shall be modified, substituted or withdrawn by the bidder on or after the proposal submission due date.
- 2) The modification, substitution or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 3.4 with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 3) Any alteration/modification in the proposal or additional information supplied subsequent to the proposal due date, unless the same has been expressly sought for by STA, Odisha, shall be disregarded.

### **3.5. Termination of RFP Process**

- 1) STA, Odisha may terminate the RFP process at any time without assigning any reason. STA, Odisha makes no commitments, express or implied, that this process will result in a business, transaction with anyone.
- 2) This RFP document does not constitute an offer by STA, Odisha.
- 3) The bidder's participation in this process may result in STA, Odisha selecting the bidder to engage towards execution of the contract.

**3.6. Confidentiality**

The bidding documents and any other information shared by STA, Odisha related to the project shall be confidential information of STA, Odisha.

**3.7. Clarifications Sought by STA, Odisha**

- 1) To assist in the process of evaluation of proposals, STA, Odisha may, at its sole discretion, ask any bidder for any clarification with respect to its proposal.
- 2) The request for clarification and the response shall be communicated by email only.
- 3) The bidder in such cases would need to provide the requested clarification/ documents promptly and within such timeframe as specified by STA, Odisha.
- 4) No change in the substance of the proposal would be permitted by way of such clarifications.

**3.8. Late Submission of Proposals**

Any proposal received by STA, Odisha after the deadline for submission of proposals specified in Bid Datasheet, will not be considered and shall be rejected.

#### 4. EVALUATION METHODOLOGY

##### 4.1. Formation of Technical Evaluation Committee

- 1) The Technical Evaluation Committee, constituted by STA, Odisha shall evaluate the **Technical Proposal** along with **Pre-Qualification** and **Price proposals**.
- 2) The Technical Evaluation Committee may choose to conduct discussion with shortlisted bidders as per the procedures.
- 3) The decisions of the Technical Evaluation Committee in the evaluation of the Technical and Price proposals shall be final.
- 4) No correspondence will be entertained outside the process of negotiation / discussion with the Technical Evaluation Committee.
- 5) The Technical Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- 6) Each of responses shall be evaluated as per criteria and requirements specified in this RFP document.

##### 4.2. The Rights of STA, Odisha to Accept or Reject any or all Bids

- 1) STA, Odisha reserves the right to accept or reject any or all bids or to annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for STA, Odisha.
- 2) The acceptance of the RFP response will rest with STA, Odisha which does not bind itself to accept any specific bid and reserves the right to reject any or all the proposals received, without assigning any reason.
- 3) All bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- 4) Canvassing about this RFP is strictly prohibited, and the proposal responses submitted by the bidders, who may resort to canvassing, will be liable to rejection or blacklisting.

##### 4.3. Bid Submission Format

The Bid shall be strictly as per the format specified in this RFP document. Bids with deviation from format are liable for rejection and appropriate action may be taken by STA, Odisha.

Sl.No.	Document Type	Document Format
1.	Tender Fee	Submit original receipt along with Pre-Qualification document.
2.	Bid Security/ EMD	Submit Bid Security Declaration as per Annexure 2 along with Pre-Qualification documents

3.	Pre-qualification Criteria	The eligibility Qualification shall be prepared in accordance with the requirements specified in this RFP documents.
4.	Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in relevant sections.
5.	Price Proposal	The Price Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in relevant section.

#### 4.4. Confidentiality of Process

Information relating to the examination, clarification, evaluation and comparison of proposals, and recommendations for the award of the project shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

#### 4.5. Opening of Proposal

- 1) STA, Odisha shall open the **Packet – I (Pre-Qualification)** on the proposal opening date and time as mentioned in Bid Datasheet, or at an appropriate time on the extended date for opening of proposals as may be notified through addendum.
- 2) Bidder's representatives (only one for each bidder shall be allowed) attending the opening of the proposals shall bring an authorisation letter from the bidder and sign a register to evidence their presence. In the event of the proposal opening date being declared a holiday for STA, Odisha, the proposals shall be opened at the same time on the next working day.
- 3) To facilitate evaluation of proposals, STA, Odisha may, at its sole discretion, seek clarifications in writing from any bidder regarding its proposal.

#### 4.6. Evaluation of Proposals

- 1) The evaluation of proposal shall be done on **Quality cum Cost Based Selection (QCBS)** method with **70 %** weightage to Technical Evaluation Score and **30 %** to Financial Evaluation Score.
- 2) The proposals shall be evaluated by STA, Odisha. STA, Odisha may appoint any external agency/consultants to assist it in evaluation of the Proposals.
- 3) The evaluation of the proposals shall be carried out in the following stages:
  - a. Stage I – Evaluation of eligibility qualification documents (**Pre-qualification evaluation**) of the bidders.
  - b. Stage II – Evaluation of Technical Proposals of the bidders who have qualified in “**Stage I**” evaluation.

- c. Stage III – Opening of Price Proposal of the bidders who have qualified in “Stage II” evaluation.
  - d. Stage IV – Combined Evaluation of Technical proposal and Price Proposals of the bidders.
- 4) In each stage of evaluation, the respective proposals shall be first checked for responsiveness with the requirements of this RFP document. STA, Odisha reserves the right to reject the proposal of a bidder if the contents of the proposal are not substantially responsive with the requirements of this RFP document.
  - 5) In Stage I & II of Proposal Evaluation, the proposal submitted by the bidders shall be checked for Bid Security Declaration, Tender Fee, meeting the eligibility qualification criteria specified in this RFP document and other technical criteria set out in this RFP document. Bidder securing at least **70 marks** out of **100 marks** shall only be eligible for Price Proposal opening.
  - 6) Bidders shall be required to make a presentation to STA, Odisha about the approach they are proposing as a part of technical evaluation as described in this RFP document.
  - 7) In **Stage III**, the Price proposals of the bidders who have qualified in the **Stage II** Technical Evaluation would be opened and evaluated as per the criteria set out in this RFP document.
  - 8) In **Stage IV**, the Combined Evaluation of Technical proposal and Price Proposals of the bidders would be evaluated as per the criteria set out in this RFP document.

#### 4.7. Evaluation of Pre-Qualification Criteria

Before opening and evaluation of the Technical Proposal, Bidder’s eligibility qualification would be evaluated to assess their compliance to the following pre- qualification criteria. Bidder failing to meet these criteria or not submitting requisite proof for supporting pre- qualification criteria are liable to be rejected at the “Stage I” level.

The eligibility qualification proposal of the bidder’s shall be evaluated for meeting the Pre-qualification criteria based on the parameters listed below:

#### Pre-Qualification Criteria:

Sl. No.	Basic Requirement	Qualification Criteria	Documents to be submit
1.	Legal Entity	The bidders should be: a) A company registered under the Indian Companies Act, 1956/2013 or Partnership firm under LLP provisions 2008, b) Should be registered with GST (The Firm / Company should be in the (IT) Information Technology business for at least five (5) years as on proposal submission due date)	<ul style="list-style-type: none"> <li>• Certification of incorporation</li> <li>• Bidders Details as per Annexure 1</li> <li>• Partnership Deed in case of partnership firm and Articles of Association in case of limited company.</li> <li>• Certificate of Registration for GST.</li> </ul>
2.	Annual Turnover	The bidders must have an average annual turnover generated from IT	<ul style="list-style-type: none"> <li>• Audited Financial Statements for last 3 financial years of</li> </ul>

		business services in India of at least Rs. 3 Crores during the last three completed financial years (FY 18-19, FY 2019-20, FY 2020-21). (In case, the annual accounts for the last completed financial year are not audited, the bidder shall submit a certificate from its statutory auditor to this effect. In such a case, the average annual turnover of last three financial years preceding the last completed financial year shall be taken into consideration.)	<p>Bidders</p> <ul style="list-style-type: none"> <li>• Certificate from the Statutory Auditor / Chartered Accountant clearly specifying the average annual turnover of the Bidder for the specified years</li> <li>• Financial Statement as per Annexure 7.</li> </ul>
3.	Net Worth	Bidder must have Minimum 10 lakhs positive net worth for each of the last three (3) audited financial years (FY 18-19, FY 2019-20, FY 2020-21).	<ul style="list-style-type: none"> <li>• Certificate from the Statutory Auditor / CA clearly specifying the net worth of the firm.</li> <li>• Audited and Certified Balance Sheet and Profit/Loss Account of last three Financial Years should be enclosed</li> <li>• Financial Statement as per Annexure 7</li> </ul> <p>In case Chartered Accountant certificate is submitted the said certificate also need to be counter signed authorized signatory of the bidder.</p>
4.	Experience of bidders	<p>The bidders should have executed “<b>Similar project</b>” (in any Central/ State Government Department or Central/State Public Sector Units (PSUs) or any other Government (Central / State/ PSU/ ULBs/Smart Cites Call Centre) in India in last five (5) years on the due date of proposal submission (without considering due date extension).</p> <ul style="list-style-type: none"> <li>• 1 similar project = 50 Lakhs or</li> <li>• 2 similar project = 30 Lakhs each project value or</li> <li>• 3 similar project = 18 Lakhs each project value</li> </ul>	<ul style="list-style-type: none"> <li>• Work Order Copy</li> <li>• Case study as per provided format in Annexure 8 and Annexure 9</li> </ul>

5.	Non-Blacklisted Undertaking	Self-declaration by the bidders confirming that they have not been blacklisted by any Central / State Government Department or Central/State Public Sector Undertakings (PSUs) or any other Government (Central / State / PSU/ ULBs/Smart Cites Call Centre) Organization in India as on proposal due date.	<ul style="list-style-type: none"> <li>Self-declaration by the bidder signed by the authorized signatory</li> </ul>
6.	Power of Attorney	Power of Attorney in favour of person who has signed the Tender documents.	<ul style="list-style-type: none"> <li>Bidder's Authorization Certificate (Must be on Non-Judicial Stamp Paper of Rs. 100)</li> </ul>
7.	Manufacturer Authorization Certificate	The bidders shall provide Manufacturing Certificate/MAF for proposed all hardware items under this project.	<ul style="list-style-type: none"> <li>Copy of relevant Certificate</li> </ul>
8.	Local Office of Bidder in Odisha	<p>The bidders should have Local office in Odisha.</p> <p>If bidder doesn't have existing Local office in Odisha, it should open the Local Office in Odisha within 30 days from date of Signing of contract.</p>	<ul style="list-style-type: none"> <li>Proof of the Local Office (Rental Agreement/Utility bill etc.) in Odisha.</li> <li>or</li> <li>Self-declaration from authorized signatory to open the local office in Odisha within 30 days from date of Signing of contract.</li> </ul>
9.	Bid Security Declaration	The bidders shall submit Bid Security Declaration	<ul style="list-style-type: none"> <li>Bid Security Declaration as per Annexure 2</li> </ul>
10.	Tender Fee	Tender Fees as specified in Bid Datasheet	<ul style="list-style-type: none"> <li>In form of DD in favour of Transport Commissioner, Cuttack</li> </ul>
11.	Additional Documents	<ul style="list-style-type: none"> <li>Valid PAN Number</li> <li>Income Tax Return for (FY 18-19, FY 2019-20, FY 2020-21).</li> </ul>	<ul style="list-style-type: none"> <li>Certificate Copy</li> </ul>
12.	Number of Employees	The bidders should have at least 25 IT professionals on its payroll as on proposal submission due date	<ul style="list-style-type: none"> <li>Certificate from HR Department for number of technically qualified professionals employed by the company (STA, Odisha has the right to verify the same by any mode)</li> </ul>

**Note:**

- Only those bidders who meet all the above criteria shall be considered for further evaluation of their technical proposal.



- **Change in Eligibility Criteria:** If there is a change in the status of the bidder with reference to any of the eligibility criterion specified above, during the bid process till the award of the project, the bidder shall immediately bring the same to the notice of STA, Odisha. STA, Odisha reserves right to take necessary action as it deems fit in such cases.
- The bidder shall be disqualified, and its bid shall be rejected if any details related to commercial bid are provided in this packet.
- The OEM can offer its product / Services to multiple bidders.

#### **4.8. Evaluation of Technical Proposal**

The Technical Proposal will be opened for those bidders who are qualified in the pre-qualification round. The STA, Odisha or its designated agencies/committee will evaluate the technical proposal of the bidders on the basis of their responsiveness to this RFP.

Technical Presentation regarding Approach and Understanding of the requirements. Each bidder will get 20 minutes time for presentation.

#### **4.9. Evaluation Parameter for Technical Proposal**

The Technical Proposal of the Bidder will be analysed and evaluate, and the technical proposal score (TS) shall be assigned to each bid based on following evaluation matrix.

**Technical Bid Score:** The Technical Proposal Score (TS) of the Bidder shall be derived as under:

$$TS = (TM / TH) \times 100$$

Where,

TS is the Technical Bid Score

TM = Total Technical Proposal marks of the bidder under consideration.

TH = Highest Total Technical Proposal marks amongst all evaluated proposals.

The **Technical Proposals** of the bidders shall be evaluated based on the parameters listed in the table below:

**Technical Qualification Criteria:**

Sl. No.	Qualification Criteria	Section Marks	Documents to be submit								
1.	<p>The bidders must have an average annual turnover generated from IT business supply and services in India of at least Rs. 3 Crores during the last three completed financial years (FY 18-19, FY 2019-20, FY 2020-21).</p> <table><tr><th>Turnover</th><th>Marks Allocated</th></tr><tr><td>&gt; Rs. 4 Crores</td><td>15</td></tr><tr><td>&gt; Rs. 3.5 Crore to &lt;= Rs. 4 Crore</td><td>10</td></tr><tr><td>&gt;= Rs. 3 Crore to &lt;= Rs. 3.5 Crore</td><td>5</td></tr></table>	Turnover	Marks Allocated	> Rs. 4 Crores	15	> Rs. 3.5 Crore to <= Rs. 4 Crore	10	>= Rs. 3 Crore to <= Rs. 3.5 Crore	5	15	<ul style="list-style-type: none"><li>• Audited Financial Statements for last 3 financial years of Bidder</li><li>• Certificate from the Statutory Auditor / Chartered Accountant clearly specifying the average annual turnover of the Bidder for the specified years.</li><li>• Financial Statement as per Annexure 7.</li></ul>
Turnover	Marks Allocated										
> Rs. 4 Crores	15										
> Rs. 3.5 Crore to <= Rs. 4 Crore	10										
>= Rs. 3 Crore to <= Rs. 3.5 Crore	5										
2.	<p>The bidder must have a positive average Net Worth during the last three completed financial years (FY 18-19, FY 2019-20, FY 2020-21).</p> <table><tr><th>Average Net worth of last 3 financial years</th><th>Marks Allocated</th></tr><tr><td>&gt; Rs. 20 Lakhs</td><td>5</td></tr><tr><td>&gt; Rs. 15 Lakhs &lt;= Rs. 20 Lakhs</td><td>3</td></tr><tr><td>&gt; Rs. 10 Lakhs &lt;= Rs. 15 Lakhs</td><td>2</td></tr></table>	Average Net worth of last 3 financial years	Marks Allocated	> Rs. 20 Lakhs	5	> Rs. 15 Lakhs <= Rs. 20 Lakhs	3	> Rs. 10 Lakhs <= Rs. 15 Lakhs	2	5	<ul style="list-style-type: none"><li>• Certificate from the Statutory Auditor / CA clearly specifying the net worth of the firm.</li><li>• Audited and Certified Balance Sheet and Profit/Loss Account of last three Financial Years should be enclosed</li><li>• Financial Statement as per Annexure 7.</li></ul>
Average Net worth of last 3 financial years	Marks Allocated										
> Rs. 20 Lakhs	5										
> Rs. 15 Lakhs <= Rs. 20 Lakhs	3										
> Rs. 10 Lakhs <= Rs. 15 Lakhs	2										
3.	<p>The bidders should have executed “Similar Projects” of minimum value of Rs 30 Lakhs in a single project (in any Central/ State Government Department or Central/State Public Sector Units (PSUs) or any other Government (Central / State/ PSU/ ULBs/Smart Cites Call Centre, Reputed Pvt. Companies) in India in last five (5) years on the due date of proposal submission (without considering due date extension).</p> <ul style="list-style-type: none"><li>• Per project 5 marks</li><li>• Maximum 4 projects</li></ul>	20	<ul style="list-style-type: none"><li>• Work Order Copy</li><li>• Case study as per provided Annexure 8 and Annexure 9</li></ul>								
4.	<p>The bidders should have running the call centre with Inbound or Outbound call services (in any Central/ State Government Department or Central/State Public Sector Units (PSUs) or any other Government (Central / State/ PSU/ ULBs/Smart Cites Call Centre, Reputed Pvt. Companies) in India in last two (2) years with minimum 10 agents at a single location on the due</p>	15	<ul style="list-style-type: none"><li>• Work Order Copy</li><li>• Case study as per provided format</li></ul>								

Sl. No.	Qualification Criteria	Section Marks	Documents to be submit								
	date of proposal submission <ul style="list-style-type: none"><li>Per project 5 marks</li><li>Maximum 3 projects</li></ul>										
5.	The bidders should have IT professionals on its payroll as on proposal submission due date. <table><tr><th>Number of resources</th><th>Marks Allocated</th></tr><tr><td>&gt;= 36 resources</td><td>10</td></tr><tr><td>&gt;= 31 resources to &lt;= 35 resources</td><td>7</td></tr><tr><td>&gt;= 25 resources to &lt;= 30resources</td><td>5</td></tr></table>	Number of resources	Marks Allocated	>= 36 resources	10	>= 31 resources to <= 35 resources	7	>= 25 resources to <= 30resources	5	10	PF Challan document should be provided by the bidder
Number of resources	Marks Allocated										
>= 36 resources	10										
>= 31 resources to <= 35 resources	7										
>= 25 resources to <= 30resources	5										
6.	If the Company/ Organization is in call centre business in India for: <table><tr><th>Year of Business</th><th>Marks Allocated</th></tr><tr><td>&gt; 8 years</td><td>10</td></tr><tr><td>&gt; 5 years to &lt;= 8 years</td><td>7</td></tr><tr><td>&gt; 3 years to &lt;= 5 years</td><td>5</td></tr></table>	Year of Business	Marks Allocated	> 8 years	10	> 5 years to <= 8 years	7	> 3 years to <= 5 years	5	10	<ul style="list-style-type: none"><li>Certification of incorporation</li><li>Work order copy</li></ul>
Year of Business	Marks Allocated										
> 8 years	10										
> 5 years to <= 8 years	7										
> 3 years to <= 5 years	5										
7.	Call Flow Model of the Solution Proposed (Approach & Methodology) (Not exceed more than 15 Pages)	10	Technical Proposal Document								
8.	<table><tr><th>Certification</th><th>Marks allocated</th></tr><tr><td>ISO 9001 : 2015</td><td>1</td></tr><tr><td>ISO/IEC 20000-1: 2011</td><td>1</td></tr><tr><td>ISO/IEC 27001:2013</td><td>1</td></tr></table>	Certification	Marks allocated	ISO 9001 : 2015	1	ISO/IEC 20000-1: 2011	1	ISO/IEC 27001:2013	1	3	Copy of certification which is valid on date of submission.
Certification	Marks allocated										
ISO 9001 : 2015	1										
ISO/IEC 20000-1: 2011	1										
ISO/IEC 27001:2013	1										
9.	<table><tr><th>Levels</th><th>Marks allocated</th></tr><tr><td>CMMI Level 3</td><td>1 Marks</td></tr><tr><td>CMMI Level 5</td><td>2 Marks</td></tr></table>	Levels	Marks allocated	CMMI Level 3	1 Marks	CMMI Level 5	2 Marks	2	Relevant certificate copy needs to be attached which is valid on due date of submission. (Proof of CMMI certification Link is to be provided.)		
Levels	Marks allocated										
CMMI Level 3	1 Marks										
CMMI Level 5	2 Marks										
10.	<b>Presentation:</b> Presentation demonstrating capabilities against the parameters of Approach & Methodology ( <b>Technical Proposal Document</b> ). (Each bidder will get 20 minutes time for presentation.)	10									

The bidder must submit all certified and authenticated documentary proof for meeting the qualification criteria and technical qualified bidders shall be considered for opening of their price proposal.

Technically qualified bidders have no right to claim for award of the work. STA, Odisha reserves the right to cancel or award the work to any party/Tenderers.

**Presentation by Bidders:** The bidders will be required to give presentation to STA, Odisha at a date, time and venue decided by STA, Odisha. The bidders will be needed to cover the details as mentioned in Scope of Work.

The bidder should prepare only one presentation for covering all its content. Bidder should submit a copy of the presentation to STA, Odisha on Presentation Day.

- The marks for the presentation shall be given based on the defined functionalities, mentioned in this RFP.
- All the costs towards presentation including the preparation, manpower, lodging and boarding, travelling, transportation etc. shall be sole responsibility of the bidders.
- Each bidder will get 20 minutes time for presentation.
- STA, Odisha may conduct bidder-specific meeting(s) with individual bidders to clarify aspects of the bidder's technical proposal that require explanation in the opinion of STA, Odisha.

#### **Un-Priced Bill of Quantity**

- The bidder shall submit an un-priced BOQ as per format mentioned in this RFP as per Annexure 6 as part of Technical Proposal.
- The bidder shall submit the Technical Specification/ Brochure along with Technical Proposal.
- The BoQ provided by STA, Odisha are high level estimates based on preliminary understanding by STA, Odisha and have been provided for reference.
- The bidders are encouraged to conduct their own detailed assessment to study and validate the BoQ.
- The bidders may add additional line items and / or modify the quantities of existing line items under BoQ format.
- The bidder shall provide detailed explanation as a part of technical proposal justifying the changes made by bidder in quantities and / or additional line items under BoQ format.
- Only STA, Odisha approved additional line item (proposed by the bidder) during technical evaluation shall be considered for the commercial evaluation.
- STA, Odisha reserves the right to reject the bids that are submitted without providing such justification for changes or addition in line items.

All the "Technically Qualified Bidders", i.e. scoring minimum **70 marks** in the Technical Evaluation and in compliance with all the above points shall be considered for Price Proposal opening and financial evaluation. All other financial bids will be returned un- opened to respective bidders.

**4.10. Evaluation of Price Proposal**

In this stage, the price proposal of the Bidder, who are technically qualified after Technical Qualification shall be opened. Formula to determine the scores for the Financial Bids shall be as follows.

$$FS = (FL/F) \times 100$$

Where,

FS is the Financial Score of Price submitted under consideration.

FL is the total value of the lowest Commercial Bid under consideration.

F is the total price quoted by bidder in the bid under consideration.

The Commercial Evaluation shall happen as per above given formula.

The price proposal of the technically shortlisted bidders, who have met the requirement of qualifying Score will be opened at a date and time notified by STA, Odisha opened in the presence of such bidder's representatives who choose to attend opening of the price proposals.

- Bidder's representatives attending the price proposal opening shall bring an authorisation letter from the bidder and sign a register to evidence their presence.
- The price proposal shall be evaluated on the basis of the Composite price proposal Value, as per format mentioned in this RFP.
- All the prices are to be entered in Indian Rupees only.
- The Price Proposal should be in format mentioned under Clause 4.11 Price Proposal Format. Any bid which does not conform to the formats prescribed shall be disqualified.
- Prices in any form or by any reason before opening the commercial bid shall not be revealed, failing which the offer shall be liable for rejection.
- The commercial sheet consists of priced BoQ - of each line item and "Price Proposal Total".
- The bid price should indicate all the applicable all the statutory government taxes and levies separately. The evaluation shall be done on the "Price Proposal Total" quoted exclusive of all taxes, levies and all other charges. STA, Odisha reserves the right to direct the bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- Any conditional bid is liable for rejection.

**4.11. Price Proposal Format**

Bidders need to submit their price proposal as per the below format:

CAPEX						
Sl. No.	Item Description	Make	Model	Qty	Unit Rate	Total Amount in INR (Exclusive of Taxes)
A	B	C	D	E	F	G = E x F
1.	IP PBX System/Controller & Necessary Connectivity Accessories			1		

2.	Single port E1 PRI Card			1		
3.	<b>Software:</b> User friendly Web GUI, Call Queuing, Live call Monitor, Real time dashboard, Agents code, call transfer, Soft Phone compatible, Detailed CDR, Call Recording etc.			1		
4.	USB Headset			3		
5.	Desktop			3		
6.	Online UPS 10 KVA (Without Battery)			1		
7.	Server			1		
8.	Switch			1		
9.	Storage			1		
10.	Firewall			1		
11.	Network Rack			1		
12.	Patch cord (10 metres.)			5		
	Any Other items required					
<b>CAPEX Total =</b>						

<b>OPEX</b>					
Sl. No.	Description	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	Total Amount in INR (Exclusive of Taxes)
A	B	C	D	E	F = (C + D + E)
1.	After 2 years of warranty period of software, additional 3 years of maintenance cost				
2.	After 3 years of warranty period of hardware, additional 2 years of maintenance cost	NA			
<b>OPEX Total =</b>					
<b>Manpower Cost</b>					
Sl. No.	Resource details	Number of resources	Duration in months	Per resource per month rate	Total Amount in INR (Exclusive of Taxes)
A	B	C	D	E	F = (C x D x E)
1.	Sr. Call Centre Executives (For 3 Years)	1	36		
2.	Call Centre Executive	5	36		

	(For 3 Years)				
<b>Manpower Total =</b>					
<b>Sum Total (CAPEX + OPEX + Manpower Total) =</b>					
<b>Total in Word:</b>					

Bidder shall quote for the entire scope of project on a “overall responsibility” basis such that the total bid price covers bidder’s all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

- Prices quoted by the bidder shall remain firm during the entire contract period and not subject to variation on any account including due to change in any taxes, levies etc.
- After completion of
- **Errors and Rectification:** 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. If there is a discrepancy between words and figures, amount in words shall prevail.

#### 4.12. Combined Evaluation of Technical and Financial (QCBS Method)

In this Stage, Preferred bidder shall be identified through following approach:

Technical Score shall be given 70 % weightage in total score and Financial Score shall be given 30 % weightage in total score as described below:

➤ The Total score of the Bidder will be determined as under:

$$\bullet \text{ Total Score } \Rightarrow (T) = (0.7 \times TS) + (0.3 \times FS)$$

The bid of the bidder, who obtains the highest T value, will be rated as the Most Responsive Bid. In the event of the same T score of bidders, the bid with the highest technical score (TS) will be rated as the most responsive bid. Beyond that, Bid Evaluation Committee will decide the matter in its full discretion.

STA, Odisha will have the right to discuss with the successful bidder. The decision of the STA, Odisha shall be final and binding on the bidders.

#### 4.13. Rounding off

All measurements and calculations shall be in the metric system and calculations done up to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down. In case of money calculations where such amounts shall be rounded off to the nearest INR.

#### **4.14. Notification**

On declaration of successful bidder by STA, Odisha, STA, Odisha shall issue Letter of Intent (LoI) to Successful bidder. Within 1 week from date of receipt of LoI from STA, Odisha Successful bidder shall be required to submit Letter of Acceptance.

#### **4.15. The STA, Odisha Right to Accept or Reject Proposal**

STA, Odisha reserves the right to accept or reject any bids, and to annul the bidding process and reject all bids at any time prior to Award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the STA, Odisha action. If bids received are deemed as exceptionally unreasonable as the prevailing market rates, STA, Odisha may reject all the bids or annul the bidding process.

#### **4.16. Acknowledgment of Letter of Intent (LoI)**

- 1) On declaration of successful bidder by STA, Odisha, STA, Odisha shall issue the Letter of Award (LoA) to successful bidder.
- 2) Within seven (7) days from the date of issue of the LoI, the successful bidder shall accept the LoI and shall be submit Letter of Acceptance.
- 3) The successful bidder shall execute the Agreement within fifteen (15) days of the date of issue of LoI or within such other period as may be communicated by STA, Odisha and furnishing of Performance Security by the successful bidder.
- 4) STA, Odisha may notify other bidders that their proposals have been unsuccessful and Bid Security Declaration is valid till the signing of the Contract with the successful bidder.

#### **4.17. Performance Security**

A performance Security shall be equivalent to 3 % of total order value and shall be submitted by the successful bidder within 15 days of issuance of LoI. The performance Security shall be in the format provided in Annexure 12 shall be issued from any the nationalized bank and shall remain valid for entire contract period from the date of signing of the contract.

#### **4.18. Signing of Contract**

- STA, Odisha notification to the successful bidder by way of Letter of Intent, the acceptance of the LoI through the Acceptance Letter (LoA) by the Bidder, STA, Odisha and the successful bidder shall execute the Contract Agreement and other agreements, Successful bidder shall also submit Performance Security within fifteen (15) days of date of Letter of Intent (LoI).
- Signing of Contract shall include Contract Agreement, Non – Disclosure Agreement etc. as per the requirements of STA, Odisha.
- Failure of the successful bidder to furnish the Performance Security or execute the Agreement within the prescribed time shall cause the appropriate action against the successful bidder.
- The successful bidder shall be liable to indemnify STA, Odisha for any additional cost or expense, incurred on account of failure of the successful bidder to execute the Agreement.



- Notwithstanding anything to the contrary mentioned above, STA, Odisha at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the successful bidder, provided the same is bonafide.

#### **4.19. Confidentiality and Non-Disclosure Agreement**

All the material / information shared with the bidder during the course of bidding process as well as the subsequent resulting engagement following this process with the successful bidder, whether shared by STA, Odisha or any other authority or generated during the project period, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. Each resource (CCEs) of the successful bidder associated with this project will have to sign the Non-Disclosure Agreement with the Successful Bidder. The Successful Bidder shall in turn sign Non-Disclosure Agreement (NDA) with STA, Odisha.

#### **4.20. Term of the Contract Agreement**

- The successful bidder must be in readiness for the work as per schedule. They must stick to the deadlines issued and must deliver the deliverables mentioned in work order as per schedule.
- Contract term shall be a period of 37 months 2 weeks from the date of Signing of Contract including implementation stage (Call Centre Setup) of Six (6) weeks and O&M stage of Thirty Six (36) months from the date of Go-Live.
- STA, Odisha may direct the successful bidder to extend the validity of the PBG and successful bidder is bound to accept the same.

## 5. SCOPE OF WORK

The Successful Bidder is expected to provide the following services under the scope of work for Setting-up, Operationalization & Management of Call Centre initially for a period of 3 years which may be further renewed for another 2 years on mutual agreed condition between STA, Odisha and Agency.

The proposed Call Centre shall be operated through an extensive open workspace for call centre executives, with workstations that include a desktop for each agent, headset connected to a desktop USB port, and one or more supervisor stations. It can be independently operated or networked with additional centres, linked to a corporate computer network and LANs. STA will provide the adequate room space, furniture, network, internet & electricity, where the call centre will be set up.

Call Centre will be operational for 24 x 7 x 365 (in 3 shift) from STA provided Location/Space.

Successful bidder shall arrange the Call Centre Operation facilities for all shifts with necessary IT & Non-IT infrastructure and Facility.

### 5.1. Brief details of the Scope of Work

- 1) Supply and maintenance of all type of computer hardware & software required to run the Call Centre.
- 2) Understanding the current business processes and functions pertaining to the business.
- 3) Complete setup of call centre including design, size, procure, deploy, and manage the call centre solution in a web enabled environment areas included in the scope.
- 4) Develop the future business processes (facilitated by the proposed call centre solution)
- 5) Configuration of multilevel IVRS.
- 6) Configuration of Voice logger, ACD etc.
- 7) Operation & Maintenance of the overall system solution for three (3) years.
- 8) Migration of existing data from old server to new proposed server.
- 9) The complete system should be scalable beyond the initial requirement of 5 seats.

### 5.2. Implementation Phase

#### 5.2.1. Call Centre Setup

The successful bidder will procure and install as per scope of work. The key features of this setup shall be:

- a) Successful bidder will provide all necessary IT Hardware like Server/EPABX/Desktop/Networking etc. required to setup call centre at provided location by STA, Odisha
- b) Appropriate manpower should be made available by successful bidder for the configuration and maintenance of the CRM/IVR/CTI/Recording Solution etc.
- c) Successful bidder shall also provide Operation and maintenance during contract period.

### 5.2.2. Operational requirement for Call Centre

The operational scope is detailed out below:

- a) Call Centre to be setup at STA will follow the per-seat model.
- b) If the requirement arises, STA shall give an order for increase or decrease of the number of seats.
- c) **Toll Free Number:** STA will provide the existing toll-free number for operationalization of call centre.
- d) The fees paid for the acquisition of the toll-free number and applicable rentals shall be paid on actuals by STA.
- e) The tariff and the rental charges (toll free number, Internet and the telephone lines) negotiated with the Telecom Service Providers should be in consultation with STA.
- f) The toll-free number shall be used for outgoing calls to citizens and department for follow-ups, quality feedback, etc.

### 5.2.3. Call Center Service

This call centre should offer following services in the five categories

- a) Grievances & Resolution
- b) Information Services
- c) Enquiry Services
- d) Request Services
- e) Training & periodic interaction

**Note:**

STA may add additional related or similar services to this list, upon notice to the successful bidder. The successful bidder is expected to draft formal process manuals and call flow to handle all above requests and submit for approval. The successful bidder is required to provide all services related to call centre onsite at STA's premises.

As part of the establishment of the Call Centre, the Successful Bidder will be customize and integrate the requirements of STA. These applications will include:

- Intelligent routing of calls
- ACD (Automatic Call Distribution)
- CDR
- Voice Logger

The Successful bidder shall be responsible for customizing the IP-PBX solution and integrate the IVRS as per the need. The system should have following features after the integration.

- Call will be automatically routed to the free CCEs or GROUP.

- If all CCEs are busy customized voice message will be played till the operator is free.
- Voice logging will be the part of the system.
- CLI will be displayed on Screen.
- Easy reporting facilities.
- GUI based configuration interface.
- Scalable (License pattern).
- All call logger reports should be available on the Call Centre Portal for officers depending upon the access.
- Incoming call lines should be increased or user waiting services to be accommodate. (Existing PRI connection consists of 30 concurrent channels)

### **5.3. Features of PBX Gateway**

The Gateway should have the facility of accepting PRI connection, with 25 extensions/agents as per the below mentioned features.

#### **5.3.1.1. ACD (Auto call Distribution)**

The ACD Key Features includes ANI/ DNIS based routing, managing multiple Queues, Welcome greeting message, Hold-on Music(User Defined), Office hours configuration, Compliant with standard PBX, Media Gateways & Phones, Different user defined reports, Web access facilitating remote agent login, Skill-based Call Routing, Wait time notification and integration with Voice logger. Also have the ACD Queues facilities.

#### **Key Features:**

- Ability to display a script for the CCE to read with fields like name, address, etc. filled-in
- Ability to set a campaign to auto-dial and send live calls to available CCE
- Ability to transfer calls with customer data to a closer/verifier on the local system
- Ability to open a custom web page with user data from the call, per campaign
- Ability to park the customer with custom music per campaign
- Ability to set outbound Caller ID per campaign or per list
- Ability to take inbound calls gathering Caller ID
- Ability to function as an ACD for inbound and fronter/closer verification calls
- Ability to have an CCE take both inbound and outbound calls in one session(blended)
- Ability to call up to two other customer numbers manually or automatically for the same lead
- Custom Music-On-Hold for all calls

#### **5.3.1.2. IVR (Level-3 Voice Messaging)**

Level-3 IVR should have Self-help service with IVR Node Flow Designer with Scripting Capabilities, Multi-language Support, Email/SMS Integration (SMS API is required), Customizable IVR prompts and Agent Greetings facility.

**Key Features:**

- Create and implement flexible IVR menus for handling incoming calls.
- Optionally add a direct number (DID) for each IVR menu independent of the main company call handling.
- Create multiple IVR menus per account, including sub-menus.
- Easily customize inbound call routing and telephone prompts for after-hours / Holidays and Voicemails

**5.3.1.3. Call Centre Solution**

The CCS should be GUI based. It includes Instant Messaging Client, Operator Panel, Conference Administration, pop-up agent workbench screen, Unified Customer Interface for call handling, Call disposition, Conferencing, N-way Call Transfer and Missed Call Alerts.

**Key Features:**

- Web-based administration
- Ability to add custom call dispositions per campaign
- Recycling of specified status calls at a specified interval without resetting a list
- Multiple campaigns and lead-lists are possible
- Ability to fetch Outbound/Inbound Reports
- All calls are logged and statuses of calls are logged as well as CCE time breakdowns
- Several real-time and summary reports available
- Real-time campaign display screens
- 3rd party conferencing
- 3rd party blind call transfer
- 3rd party conferencing with CCE drop-off
- Ability to set user levels and permissions for certain features and campaigns
- Ability for managers to listen-in on CCE conversations
- Ability for managers to enter conversations with CCE and customers
- Ability for managers to change the selected queues for an CCE
- Ability for managers to view Missed calls on real time screen
- Ability for CCE to select a Pause Code when they are not active
- Ability for CCE to view the statuses of other CCE on the system
- Ability for CCE to view details for calls in queue that the CCE is selected to take calls from
- Ability for CCE to select and click to take calls in queue from their CCE screen
- Full call logging, inbound and outbound
- DID, phone and carrier trunk provisioning through the web interface

**5.3.1.4. Real Time Agent Monitoring**

The Solution should be provided with facility of Barging, Listening and monitoring the calls.

#### **5.3.1.5. Voice Logger**

There should be provision of Pre-integrated Active Voice Logging, 100% Blind Recording, Multi-format Voice Recording(Wav, GSM, MP3), Automatic Compression and Archiving and Web-based Remote Access(Only through VPN) to Voice Logs. Facility for quick and easy retrieval of Voice file according to the calls made.

##### **Key Features:**

- Web based Remote Login to view call records
- Ability to fetch recordings date/time wise and CCE wise.
- Ability to fetch Voicemail recordings
- Ability to record calls in multiple formats (gsm, wav,mp3 etc.)
- Ability to download recordings in bulk using archive
- Backup and Delete option for all call records

#### **5.3.1.6. Reporting Application**

It should have the provision of Generation of business-oriented comprehensive reports at Agent, Campaign, System and Resource levels, Real-time and Historical Data Analysis and Automatic Maintenance and Backup Management.

#### **5.3.1.7. Supervisor Application**

There must be the facility of Supervision architecture on telephony, agent, dialer and lead performance, independent supervisor interfaces for Inbound & Outbound campaigns and Complete MIS management for device, voice log, services and systems.

#### **5.3.1.8. Voice Recording & Storage**

There should be the facility of taking backup of System, Agent, Queue, and Instant automatically with time interval. Graphical interface to maintain the storage location. The implementing agency will maintain the voice recording library. Incoming call recording facility to be implemented for further evaluation of complaints.

#### **5.3.1.9. CRM Module**

CRM integration with IVR & ACD should be facilitated to enable customer profiling, Integration with any third-party database, CRM or tool for smooth and seamless functioning and having Web-Agent facility.(Can be integrated with the dialer only with the help of STA portal development team along with the dialer developers).

#### **5.3.1.10. Headphones for CCEs**

The solution provider needs to facilitate the Head Phones with advance features for the CCEs. It should have the facility of Volume Control, Mute Button, Over-The-Head Noise-Cancelling Headset, Clear Sound quality, Extension Jack.

#### **5.3.1.11. Call Centre Statistics**

The Proposed Solution can able to give Queues/Agents statistics and real time status, Inbound/Outbound Graphs, .CSV and PDF Data Export and Windows, Mac, and Linux Desktop Applications support.

##### **Key Requirements:**

- Real-Time Main Report
- Real-Time campaign Summary
- Inbound Report
- Inbound Report By DID
- Inbound IVR Report
- Outbound Calling Report
- Export Calls Report
- Export Leads Report
- CCE time Detail
- CCE Status Detail
- CCE Performance Detail
- Team Performance Details
- Missed Call Report
- Campaign Status Report
- CCE Stats Report on daily basis

#### **5.4. Operations & Maintenance Phase**

##### **5.4.1. Period of Operations and Management Phase**

Post commissioning, the Call Centre shall enter the operations and management phase which Shall have to run as per details given hereunder for three years from go-live. The contract will be extendable on a year-to-year basis solely at the discretion of the purchaser on same terms and conditions up to maximum extension of two years.

##### **5.4.1.1. System Maintenance**

The Successful Bidder shall be responsible for Call Centre solution and infrastructure maintenance during the operations and maintenance phase which shall include:

- Annual Technical Support Services including application patch, updates and deployment
- Application Customization (including IVR Tree expansion)

#### **5.5. Go-Live**

Go-Live refers the commissioning of the Call centre and shall be accomplished when all Activities including:

- 1) Setting up (Installation, Testing & Commissioning) of hardware & software infrastructure.
- 2) Floor-readiness of Call Centre agents.
- 3) Training of Call Centre Executives
- 4) Preparation and validation of content and scripts, SOP for all services of STA.
- 5) Incorporation of all feedback received during the UAT.

#### 5.6. Call Centre Resources

##### 5.6.1. Call Centre Agents Criteria and Responsibility

- 1) Call centre agent shall consist of Sr. Call Centre Executive cum supervisor and Call Centre Executives.
- 2) Agency shall deploy call centre agents on the day of Go-Live/ Fully operational of the Call centre at STA provided Location/Space.
- 3) Agency shall ensure presence of the call centre agents to meet the SLA and to ensure smooth operational of the call centre 24 x 7 x 365.

Sl. No.	Designation	No. of Resources	Qualification
1.	Sr. Call Centre Executive	1 (As per requirement)	<ul style="list-style-type: none"> <li>• B.E./ B. Tech/ /MCA/ M.Sc. (IT/ CS)/ B. Sc.(IT/CS)/ Graduation with Computer Diploma/ PGDCA/ BCA. Graduation in any stream with basic knowledge of computers and IT systems or Diploma with specialization in computers / I.T.</li> <li>• Minimum 6 years' experience of working in call Centre and must have minimum 3 year in Govt. Call Centre experience.</li> <li>• Basic knowledge of handling Desktops/ Networks/ System Administration/ LAN connections/ troubleshooting Windows related and its updation related issues/ Issues related to updation of Antivirus/ Internet connections etc.</li> <li>• Languages known: (Read, Write and Speak): Odia, Hindi and English</li> <li>• Working knowledge of MS Office</li> </ul>
2.	Call Centre Executives	5 (As per requirement)	<ul style="list-style-type: none"> <li>Graduation in any stream with basic knowledge of computers and IT systems or Diploma with specialization in computers / I.T.</li> <li>• Minimum 2 years' experience of working in call Centre and must have minimum 1 year in Govt. Call Centre</li> </ul>



			experience • Languages known: (Read, Write and Speak): Odia, Hindi, English) • Working knowledge of MS Office
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**Note:** if bidder shall propose Call Centre Executives (CCEs) who can speak any one language like Bangla, Telegu and Tamil with Hindi, English and Odia shall be value added for this project.

STA may schedule the interview of proposed

#### 5.7. Sample Shift timing for Call Centre Executive:

Resource	Time Slot																			
	1st Shift								2nd Shift								3rd Shift			
	10 P M	11 P M	12 A M	1 A M	2 A M	3 A M	4 A M	5 A M	6 A M	7 A M	8 A M	9 A M	10 A M	11 A M	12 P M	1 P M	2 P M	3 P M	4 P M	5 P M
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11 P M	12 P M	1 A M	2 A M	3 A M	4 A M	5 A M	6 A M	7 A M	8 A M	9 A M	10 A M	11 A M	12 P M	1 P M	2 P M	3 P M	4 P M	5 P M	6 P M
R1																				
R2																				
R3																				
R4																				
R5																				
R6																				

- R = Resources
- R6 is on rotation basis for Govt. Holiday, Sunday and also if any resource is on leave but bidder shall ensure all resources should get the equal shift time in a month.
- Bidder may also revise the shift time of resources with comply the requirement of STA, Odisha.
- Sr. Call Centre Executive must be available on day time.

#### 5.8. Compliance to various Government Act., Law and guidelines

- For all the manpower resources deployed as a part of the project, the agency shall be responsible to pay the manpower and shall meet or exceed the minimum wages as per minimum wages Act and comply with labour laws of Govt. of Odisha.
- The Agency should at all times indemnify STA, Odisha against all claims, damages or compensation under the provisions of Payment of Wages Act; Minimum Wages Act. Employer's Liability Act. The Employees Compensation Act; Industrial Disputes Act, Maternity Benefit Act or any modification thereof or any other Labour laws relating thereto and rules made hereunder from time to time STA will not own any responsibility in this regard.

- Agency shall be required to have insurance cover protecting the Agency against all claims applicable under the Employees compensation Act, 1923 as amended from time to time. STA shall not entertain any claim arising out of mishap, if any that may take place. In the event of any liability/ claim falling on STA, same shall be indemnified by the agency.
- The Agency shall be required to maintain particulars of EPF, ESI etc. of its manpower resources deployed under this RFP to STA offices. The agency shall ensure proper deduction of PF, EPF, Odisha labour Welfare Fund, medical insurance etc. for all the resources deployed.
- The Agency shall issue duly signed and authorized salary slip to all deployed manpower on monthly basis accordingly. PF slips shall be issued to on timely basis.
- STA will not entertain any complaint or request from any of the deployed manpower in this regard.
- STA reserves right to seek any supporting documents in this regard.

**5.9. The Call Centre Executive shall be responsible for following activities (but not limited to)**

**5.9.1. Sr. Call Centre Executive Responsibilities:**

- Reporting to STA on daily/weekly/monthly or as and when required
- Team Management
- All type of administrative activities
- Coordination with RTOs department regarding to citizen grievance
- Grievance Monitoring
- Receive and respond to inbound calls and make outbound calls as per requirement.
- Capture all relevant data related to the calls in the existing CRM software of CM Helpline Call Centre.
- Follow-up and tracking of complaints/ grievances for closure and response to citizen.

**5.9.2. Call Centre Executive Responsibilities:**

- Receive and respond to inbound calls and make outbound calls as per requirement.
- Capture all relevant data related to the calls in the existing CRM software of CM Helpline Call Centre.
- Follow-up and tracking of complaints/ grievances for closure and response to citizen.
- Provide reports on all the above activities to STA, Odisha as and when required.

### **5.9.3. Replacement of Call Centre Agents**

The agency shall not replace any of the proposed resources during the contract period without prior written consent of STA, Odisha. Before assigning any replacement member to the provision of the Services, agency shall comply with the following:

- 1) Provide STA, Odisha with a detail information about the candidate that is reasonably requested by STA; and an opportunity to interview the candidate.
- 2) Provide replacement resource of equal or better qualification and experience. If STA, Odisha objects to the appointment, Agency shall not assign the candidate to that position and shall seek an alternative candidate.
- 3) Replacement of personnel at request of STA, Odisha can be done under following conditions:
  - a) STA, Odisha can ask the agency to replace any of its agent(s) on the ground of non-performance anytime during the project period. In such cases the agency needs to replace the resource with an equivalent or better resume. STA, Odisha shall be presented the resume of such candidate and STA shall be free to interview the shortlisted candidate. Only on approval of STA, the agency can replace the resource.
  - b) The agency needs to replace the resource in maximum two weeks from date of intimation by STA, Odisha including minimum one weeks of handover time. The handover process needs to be documented and duly certified by agency and STA, Odisha. (One week of handover time shall be without any additional cost to STA, Odisha).
  - c) In case the agency is not able to provide a suitable replacement within the above stipulated time then the agency shall be charged a penalty as per the terms defined in the SLAs.
  - d) Replacement of Personnel at the request of Agency
    - i) The agency cannot request any replacement of agents for reasons under control, exceptional approval from STA, Odisha needs to be sought in cases not under agency's control (Death, Resignation, Retirement etc.). However, after seeking permission from STA, Odisha, the agency can replace its resources under the following terms and conditions:
      - No further replacement within six months
      - Minimum 1 weeks handover time.
      - The handover process needs to be documented and duly certified by agency and approved by STA, Odisha.
      - The 1 weeks of handover time shall be without any additional cost to STA, Odisha
      - In case of any deviations the agency shall be charged penalty at the rates as specified in the SLAs.
    - b) Agency shall ensure that the role of any agent is not vacant at any point in time during the contract period.

- c) Agency may plan adequate extra resources for manning the project as contingency.

**5.10. Increase /Decrease of resources**

STA, Odisha reserves the right to place add on order for additional resource at the same rate and terms & conditions of the work order or decrease the number of resources at any time.

**5.11. Shifting of the Call Centre location**

Shifting of Call Centre, STA, Odisha may consider to change the Call centre location during the contract period as per department decision. STA, Odisha will not consider for any addition cost to pay for the relocation /shifting.

## 6. GENERAL CONDITIONS

- 1) The proposal shall be submitted along with non-refundable tender fee as mentioned in Bid Datasheet. It is to be submitted in shape of a Demand Draft (DD) in favour of "Transport Commissioner Odisha" payable at Cuttack. An application not accompanied by the aforesaid payment shall be considered as non-responsive and will be rejected.
- 2) Bid Security Declaration and Tender Fee are to be submitted with technical proposal, without which tender will be considered as incomplete and shall be liable for rejection of the proposal.
- 3) The successful bidder shall be required to, inter alia: (a) enter into the agreement, (b) adhere to the provisions of the agreement so entered into, and (c) implement the work in accordance with the terms and conditions of the said agreement.
- 4) STA, Odisha reserves the right to verify all statements, information and documents submitted by the bidder in response to this RFP document. Failure of STA, Odisha to undertake such verification shall not relieve the bidder of its obligations or liabilities hereunder to submit true and correct information, nor will it affect any rights of STA, Odisha in any manner whatsoever.

### 6.1. Indemnity

The successful bidder shall hold STA, Odisha harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Project Documents, or due to any breach or failure on part of the Successful Bidder to perform any of its duties or obligations in relation to securing the afore mentioned rights of STA, Odisha.

### 6.2. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India / State of Odisha.

### 6.3. Project Timelines

The bidder shall be responsible for the supply and installation within the timelines as indicated in the table below. The timelines for overall implementation of the work and its completion (Setup Call Centre for operation) in all respect shall be within Six (6) weeks of signing of the contract.

**The milestone and completion timeline are provided in the table below:**

Sl. No.	Project Milestones	Deliverables	Timelines
Singing of Contract and Submission of Performance Security = T <sub>0</sub>			
1.	Supply, Install & Operational of Call Centre System	Install all supplied hardware and software with configuration for the project and	T <sub>0</sub> + 5 weeks

		signoff	
2.	Training & SOP Manual Preparation	Prepare Training and SOP manual for call centre services with consultation with STA	T <sub>0</sub> + 6 weeks
3.	Go-Live	Operational Procedures, Administrator Manuals, Hardware, Network, Software Manuals etc.)	T <sub>0</sub> + 6 weeks
GO-LIVE – T <sub>1</sub>			
1.	Operation and Maintenance	Reports as and when required by STA, Odisha	T <sub>1</sub> + 36 Months
2.	Deployment of Call Centre Resources from the day of Go-Live	Monthly Attendance reports and Daily/Weekly/ Monthly performance report also as and when required by STA, Odisha	T <sub>1</sub> + 36 Months

#### 6.4. Payment Schedule

Successful bidder shall be eligible to receive payments from STA, Odisha in accordance with the Terms of Payment Schedule mentioned in this RFP. The mode of payments to be made in consideration of the work and deliverables to be performed by the bidder shall be as follows. The Payment will be made to Successful bidder after performance deductions (if any) and statutory deductions (if any). STA, Odisha at its sole discretion may release part-payment against any milestone payment after due undertaking from the successful bidder for completion of the activity or deliverable within six (6) weeks of such submission of request by the bidder.

The payment schedule and milestones as below:

Sl. No.	Payment Milestones	Required Documents	Percentage Payment
1.	Supply, Install & Operational of Call Centre System	<ul style="list-style-type: none"> <li>• Invoice</li> <li>• Warranty Certificate</li> <li>• Installation Completion and Operational Certificate from STA, Odisha</li> </ul>	50 % of total CAPEX value
2.	Training & SOP Manual Preparation for CCEs	<ul style="list-style-type: none"> <li>• Invoice</li> <li>• Resource Details</li> <li>• SOP manual related to call centre services</li> </ul>	40 % of total CAPEX value
3.	Go-Live for operation	<ul style="list-style-type: none"> <li>• STA, Odisha approval of all SOP documents</li> <li>• UAT Certificate</li> </ul>	

4.	Operation and Maintenance Cost for Software	<ul style="list-style-type: none"> <li>• Invoice</li> <li>• Report as specified under “Regular Reporting to STA, Odisha”</li> </ul>	To be paid in 4 equal quarterly instalments of the total OPEX for 3 <sup>rd</sup> year + 10 % of total CAPEX shall be paid with last quarter of OPEX
5.	Resource Cost: <ul style="list-style-type: none"> <li>• Sr. Call Centre Executive &amp;</li> <li>• Call Centre Executives</li> </ul>	<ul style="list-style-type: none"> <li>• Invoice</li> <li>• Attendance Sheet approved by STA, Odisha</li> </ul>	To be paid in 12 equal quarterly instalments of the total manpower cost

- The successful bidder should submit the bills/invoices copy with required document as mentioned in above table to STA Odisha.
- Bidder shall be entitled to receive balance 10 % of the total CAPEX value in first 4 quarter in maintenance period after successful implementation of the work.
- If STA, Odisha is considering to increase the maintenance of software and hardware for next two year after completion of the 3 years of contract period, then bidder will be provided the support and maintenance as per the quoted rate in the price proposal.
- The above payments are subject to meeting of SLA's failing which the appropriate deductions will be made as mentioned in the SLA section under Clause 6.15 of this RFP.
- No mobilization advance shall be paid for carrying out this work.

#### 6.5. Taxes and Statutory Payments

All relevant taxes would be considered for reimbursement on actuals as per the STA's discretion and prevailing Government Laws.

The Successful bidder shall bear all personal / income taxes levied or imposed on its staff, vendor etc. on account of payment received under the contract. The Successful bidder shall bear all income/corporate taxes, levied or imposed on the Successful bidder on account of payments received by it from STA, Odisha for the work done under the contract.

STA, Odisha or its authorised officer shall be responsible for withholding taxes from the amounts due and payable to the Successful bidder wherever applicable. The Successful bidder shall pay for all other taxes, duties or levies in connection with the Terms and Conditions, SLAs, and any other Project Engagement Definition including, but not limited to, property, sales, use, excise duty, value-added, goods and services, consumption and other applicable taxes, duties or levies.

GST/ Taxes are subject to change as per Government regulations and accordingly the invoice and payments will be calculated based on then prevalent tax amount at the time of raising the invoice for payment.

#### **6.6. Force Majeure**

The successful bidder shall not be liable for forfeiture of its Performance Security, Liquidated Damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving the successful bidder direct fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of STA, Odisha in its sovereign capacity, wars or revolutions, fires, natural disasters, terrorism, declarations of governments, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, successful bidder shall promptly notify the STA, Odisha, in writing of such condition and the cause thereof. Unless otherwise directed by the STA, Odisha, in writing, the successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **6.7. Warranty**

The bidder shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications.

The bidder shall be responsible for any defects that may develop under the conditions provided by the bidder and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the STA, Odisha who shall state in writing in what respect goods are faulty. This shall survive inspection or payment for, and acceptance of goods, after the goods have been taken over.

#### **6.8. Packing**

The Successful bidder shall ensure that the Goods/Equipment is securely and adequately packed to ensure safe arrival at the destination fully withstanding all hazards such as rough handling etc. during transit.



#### **6.9. Software Licenses**

The software licenses, if any, shall be required in the name of the client. The licenses shall contain paper licenses a at least one set of media (CDs) – wherever applicable. All software licenses quoted should be of perpetual.

#### **6.10. Labour laws and payment of wages to be complied**

- 1) The bidder shall comply with the labour laws in force. No labour below the age of eighteen years shall be employed on the works. The successful bidder should make their own arrangement for the assign all labour trained in the particular field of work.
- 2) The bidder shall at his own expense arrange the safety provision as per safety code framed from time to time by statutory authorities and shall at his own expense provide for all facilities in connection therewith. Incase, the bidder fails to make arrangement and provide necessary facilities as aforesaid he shall be responsible for any compensation for each default and in addition the Technical Officer shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the bidder.
- 3) The bidder shall be fully liable for compliance of EPF or ESI of the labours/workmen deployed by them for carrying out the work as per prevailing Central or State government norms and the STA, Odisha has nothing to do with the same. STA, Odisha shall not be responsible for any liability/claims whatsoever in this regard. Further as and when demanded by the STA, Odisha, the bidder shall submit the proof of deductions/ deposits of such liabilities of their labours/ workmen engaged in the work to the STA, Odisha. In case of default, the STA, Odisha may deduct the payments against these liabilities from the bills of the bidder or may stop the payment of the bill till such time the compliance is proved by the bidder.

#### **6.11. Damage Caused to Installation**

In case of any damage caused to the installation due to negligence, carelessness or inefficiency of staff of the firm the bidder shall be responsible to make good the loss. Decision of the STA, Odisha shall be final & binding on the successful bidder.

#### **6.12. Limitation of Liability**

Except in cases of gross negligence or wilful misconduct:

- 1) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Successful bidder to pay liquidated damages to STA, Odisha; and
- 2) The aggregate liability of the Successful bidder to STA, Odisha, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defectives, or to any obligation of the Successful bidder to indemnify STA, Odisha with respect to patent infringement.

### **6.13. Termination of Contract**

#### **6.13.1. Termination of contract for Default**

1. The STA may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Successful bidder, terminate the Contract in whole or in part:
  - a) if the Successful bidder fails to deliver any or all the Goods or Related Services within the period specified in the Contract, or within any extension thereof granted by STA, Odisha or
  - b) if the Successful bidder, in the judgment of STA, Odisha has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract; or
  - c) Any representation made by the bidder in the proposal is found to be false or misleading
  - d) If the Successful Bidder commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as STA, Odisha in its absolute discretion decide) provided in a notice in this behalf from STA, Odisha.
  - e) Failure of the successful bidder to accept the contract
  - f) Delay in services
  - g) Serious problems in quality of services
  - h) Services of the bidder not being considered satisfactory by the STA, Odisha.
2. In the event STA, Odisha terminates the contract in whole or in part, STA, Odisha may procure, upon such terms and in such manner as it deems appropriate, goods or related services similar to those undelivered or not performed, and the Successful Bidder shall be liable to STA, Odisha for any additional costs and / or payment adjustments for such similar goods or related services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

#### **6.13.2. Termination For Insolvency**

STA, Odisha may at any time terminate the contract by giving notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.

#### **6.13.3. Termination For Convenience**

The STA, Odisha, by 30 days of written notice sent to the Successful Bidder, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the STA's convenience, the extent to which performance of the Successful Bidder under the contract is terminated, and the date upon which such termination becomes effective.

#### **Note:**

**Definitions:** It is the Successful Bidder's policy to require that Successful Bidder as well as its representatives observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the STA defines, for the purpose of this provision, the terms set forth below as follows:

- (i) **"Corrupt practice"** means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) **"Fraudulent practice"** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) **"Collusive practices"** means a scheme or arrangement between two or more agencies, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- (iv) **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.

#### **6.13.4. Expiration of Contract**

Unless terminated earlier, this Contract shall expire at the end of such time period after the Effective Date as specified in the Tender Documents or subsequently amended in the Contract Document or as decided by STA, Odisha.

#### **6.14. Time and Extension for Delay**

- 1) The time allowed for execution of the works as specified in this RFP document or the extended time as approved by STA, Odisha in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence immediately after the date on which the STA, Odisha issues written orders to commence the work or from the date of supply and installation of all required Hardware and software at the site, whichever is earlier.
- 2) If the bidder commits default in commencing the execution of the work as aforesaid, STA, Odisha shall without prejudice to any other right or remedy be at liberty to terminate the contract and also to debar the bidder for a period of three years from participating in any tender invited by the STA, Odisha and take appropriate action.
- 3) If the work be delayed by
  - Force majeure or
  - Abnormally bad weather or
  - Serious loss or damage by fire, or
  - Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
  - Delay on the part of other stakeholders or tradesmen engaged by Corporation in executing work not forming part of the contract.

Then upon the happening of any such event causing delay, the bidder shall immediately give notice thereof in writing to the STA, Odisha but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of STA, Odisha to proceed with the Works.

- 4) Request for extension of time, to be eligible for consideration, shall be made by the bidder in writing within 7 days of the happening of the event causing delay. The successful bidder may also if practicable, indicate in such request the period for which extension is desired.
- 5) In any such case the STA, Odisha may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Successful Bidder by the STA, Odisha and no compensation whatsoever for the extended period, if any shall be applicable/ payable.
- 6) The Successful bidder shall arrange, at his own expense, all tools, equipment and labour required for execution of the work.

#### **6.15. Subcontracting**

Once the work is awarded, the subletting or subcontracting of the job in part or in full shall not be allowed. The Successful bidder shall not engage any Sub-contractor or transfer the contract to any other person in any manner. The Successful bidder shall not be permitted to transfer their rights and obligations under the contract to any other organizations.

#### **6.16. Service Level Agreements (SLA)**

The successful bidder shall have to meet the Service Levels, as defined herein. The successful bidder is free to add more infrastructure/resources and/or deploy additional manpower in this project to complete the work, in order to meet the Service Levels.

Service levels shall include but not limited to:

- Timely delivery and Installation
- Training
- SOP Manual Preparation
- Go-Live
- Manpower availability

The Service Levels have been segregated into:

- I. Implementation Service Levels**
- II. Post Implementation Service Levels**

**6.16.1. SLA during Implementation Phase**

These SLAs shall be used to evaluate the timelines for completion of deliverables that are listed in the section Project Plan and timeline at appropriate section of the RFP. These SLAs will be applicable for commissioning of the project (up to GO-LIVE). As the project needs quick turnaround time, for delay of every week in completion & submission of the deliverable mentioned in the proposal, the Bidder would be charged with penalty as follows:

Sl. No.	Service Parameter	Required Performance Level	Acceptable Performance Level	Penalty	Breach Level (Beyond Acceptable Performance Level)
1.	Supply, Install & Operational of Call Centre System	T <sub>0</sub> + 5 weeks	T <sub>0</sub> + 6 weeks	Rs. 10,000 per day delay	> 6 weeks
2.	Training & SOP Manual Preparation and submission	T <sub>0</sub> + 6 weeks	T <sub>0</sub> + 7 weeks	Rs. 5,000 per day delay	> 7 weeks
3.	Go-Live	T <sub>0</sub> + 6 weeks	T <sub>0</sub> + 7 weeks	Rs. 5,000 per day delay	> 7 weeks

**Note** T<sub>0</sub> = Date of signing of agreement

In case, the Bidder reaches maximum of penalty at any point of time or failed to deliver deliverables outlined in the timeline chart impacting the Go-live of the project beyond the 7<sup>th</sup> week STA, Odisha reserves the right to invoke the termination of the successful bidder including penalty and forfeiture of PBG.

**Penalties shall not be levied on the Bidder in the following cases:**

- In case of a force majeure event affecting the SLA, which is beyond the control of the Bidder. Force Majeure events shall be considered in line with the Force Majeure clause mentioned in this Bid document.
- Theft cases by default/ vandalism would not be considered as “beyond the control of Bidder”. Hence, the Bidder should be taking adequate anti-theft measures, spares strategy, Insurance as required to maintain the desired required SLA.
- In the event of any delay caused due to unavailability of proper approvals, authorizations from the competent authority.

- d) Any network outage/ link unavailability by the ISP shall be excluded from the successful bidder scope.
- e) Scheduled downtime for maintenance (After Prior approval from STA) shall not be counted in the SLA.

#### 6.16.2. SLA during Operations & Maintenance Phase

The Post-Implementation SLAs will prevail from the start of the Operations and Maintenance Phase immediately after the go-live.

The Successful Bidder is expected to provide the following service levels including all within the scope of work in all respects namely networking, application software, system software, integration with other applications (if any), APIs, hardware. The SLA will be governed based on overall service and not on any individual items. In case these service levels cannot be achieved as defined in the tables below, it shall result in a breach of contract and invoke the penalty clauses. Payments to the Successful Bidder are linked to the compliance with the SLA metrics laid down in the tables below. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. STA, Odisha and Successful Bidder. These requirements shall be strictly imposed, and STA, Odisha will evaluate performance of the selected bidder against the target performance metrics as outlined in the below table.

Resolution Level	Incident Types	Max. Resolution time allowed	Penalty
Resolution Level 1 (R1)	Issues that have the <b>greatest business impact</b> wherein the user is not able to perform his/her regular work e.g. unable to log into the system due to errors in software.	12 Hours	Rs. 5,000 per day or part thereof
Resolution Level 2 (R2)	Issues that have the <b>medium business impact</b> wherein the user is partially able to perform his/her regular work e.g. user is able to log in and perform most of his normal work.	48 Hours	Rs. 3,000 per day or part thereof
Resolution Level 3 (R3)	Issues that have the <b>least/no business impact</b> involving cosmetic changes, e.g. Basic changes requested by agents/client.	72 Hours	Rs. 1,000 per day or part thereof

**Note:** The service level would be defined in the number of days calculated from the date of logging the complaint / issue with the Successful Bidder.

**6.16.3. SLAs for Resources performance Level**

Sl. No.	Service Parameter	Required Performance Level	Acceptable Performance Level	Penalty	(Beyond Performance Level
1.	Performance level of the CCEs	Call attained monthly $\leq 99\%$	Call attained monthly $\leq 95\%$	Rs. 5000	For each additional drop of 1% in performance below 95%, 2% of Monthly payment will be levied as additional penalty

Performance level shall be calculated on below formula:

(Percentage of Call attained = Number of calls attained / Number of calls received \* 100)

**6.16.4. SLAs for Replacement of Resources**

Sl. No.	Description	Penalty
1.	<b>Deployment:</b> Agency fails to deploy all the required manpower on the day of Go-Live of Call Centre.	Rs. 500 per day per resource from the day of Go-Live
2.	Replacement of Sr. Call Centre Executive and Call Centre Executive. (3 replacement will allowed during the contract period)	Rs. 2000 from 4 <sup>th</sup> replacement
3.	Replacement of call centre manager	Rs.10,000 per replacement
4.	Unapproved absence from duty beyond 2 days	Rs 200 per day per resource
5.	Failure to deploy replacement resource within 10 days of departure of previous resource	Rs.1000 per day from the 11 <sup>th</sup> day onwards

- 1) In case, misbehaviour on account of any agents are found by the Client with satisfactory evidence for the same, then penalty of Rs. 500 per such proven complaint shall be levied on the Agency.
- 2) In case, if it is found that agents has not registered/ records for inbound calls, then penalty of Rs. 500 per such proven complaint shall be levied on the Agency.
- 3) In case agency wishes to replace any agents, it shall be done with prior permission. In case of non-compliance, it will attract a penalty of Rs. 500 per instance.

**6.17. Termination for Default**

The Successful bidder does not meet the Service Levels mentioned in this RFP and percent of noncompliance exceeds the needs as specified in this RFP, STA, Odisha will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

- STA, Odisha issues a show cause notice to the MSI.

- The Successful Bidder should reply to the notice within three working days.
- If STA, Odisha authorities are not satisfied with the reply, STA, Odisha will take appropriate action against the successful bidder also may initiate termination process as per the contract.

## **6.18. Exit Management**

### **6.18.1. Purpose**

- a) This clause sets out the provisions, which will apply on expiry or termination of the “Contract Agreement”. In the case of termination of the Contract Agreement due to any illegal activity performed by the Successful Bidder during or as part of the activities and deliverables related to the project, STA, Odisha shall have the right to, at its sole discretion, apply this clause with or without seeking an appropriate remedy from the successful bidder.
- b) The Parties shall ensure that their respective associated entities, in case of the client, STA, Odisha or its nominated agencies and in case of the Successful Bidder carry out their respective obligations set out in this Exit Management Clause.

### **6.18.2. Exit Management Plan**

- a) The Successful Bidder shall provide the Client or its nominated agencies with a recommended exit management plan which shall deal with at least the following aspects of exit management in relation to the project and in relation to the Project Implementation, the Operation and Maintenance SLA and Scope of Work (SoW).
- b) A detailed program of the transfer process that could be used in conjunction with a replacement Successful Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- c) Plans for communication with such of the successful bidder’s staff, suppliers, customers and any related third party or partners as are necessary to avoid any material detrimental impact on STA’s operations because of undertaking the transfer; and If applicable, proposed arrangements for the segregation of the successful bidder's from employed by STA or its nominated agencies and identification of specific security tasks necessary at termination; and
- d) Plans for provision of contingent support to the Client or its nominated agencies, and replacement successful bidder for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- e) During the exit management period, the successful bidder shall use its best efforts to deliver the services.



- f) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause and based on goods and services delivered and discretion of STA, Odisha.

**6.19. STA, Odisha Responsibilities**

- 1) STA, Odisha shall provide the room space & electricity for the Call Centre Operation at provided location. STA shall ensure that space should be adequate for the seating of Call centre executives
- 2) STA, Odisha shall provide the credentials for CRM software
- 3) STA, Odisha shall be handed over the allocated space to Successful Bidder upon issuance of the work order to setup the Call centre.
- 4) STA, Odisha shall provision of Toll-Free Number & bear its operational cost
- 5) STA, Odisha shall provide all Civil infrastructure along with electricity at provided location to setup call centre
- 6) STA, Odisha shall resolve escalated issues by the successful bidder.
- 7) Identification of functional representatives, users for discussions on project related issues
- 8) Providing all necessary information regarding the project process, MIS infrastructure, operational procedures, categories of operational dimensions and any other information required for understanding the operations.
- 9) STA, Odisha shall arrangement for existing application based training if any to call centre executives.

**7. ANNEXURES****7.1. Annexure 1: Details of the Bidder (Self-Declaration)***(On the Letterhead of the bidder)***1. Details of Entity:**

Sl. No.	Particulars	Details
1.	Name:	
2.	Type of Legal Entity (incorporated in India under the Companies Act, 1956/2013):	
3.	Address of the registered office, corporate head office, and its branch office/s, if any	
4.	Date of incorporation and/or commencement of business:	

**2. Details of individual who will serve as the point of contact / communication with STA, Odisha:**

Sl. No.	Particulars	Details
1.	Name	
2.	Designation	
3.	Company/Firm	
4.	Address	
5.	Telephone Number	
6.	Mobile Number	
7.	Email	
8.	Fax	

**3. Details of Authorised Signatory of the bidder:**

Sl. No.	Particulars	Details
1.	Name	
2.	Designation	
3.	Company/Firm	
4.	Address	
5.	Telephone Number	
6.	Mobile Number	

7.	Email	
8.	Fax	

**Notes:**

- Documentary proof of registration, certificate of incorporation, certificate for commencement of business, Memorandum and Articles of Association need to be furnished for manufacturer.

Name of the bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

**7.2. Annexure 2: Bid Security Declaration**

*(On the Letterhead of the bidder)*

To,

Date: \_\_\_\_\_

The Transport Commissioner,  
State Transport Authority, Odisha  
6<sup>th</sup> Floor, Rajaswa Bhawan, Cuttack-753002  
Government of Odisha

**Sub: Bid Security Declaration**

**Ref:** RFP No.: *(No. of RFP)* Dated: *(Date of issue of RFP)* RFP for “Selection of Agency for Supply, Installation, Operation & Maintenance of Call Centre for State Transport Department, Odisha.”

I/We,..... irrevocably declare as under:

I/We understand that, as per your Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of Three (3) years from the date of disqualification as may be notified by you (without prejudice to STA Odisha’s rights to claim damages or any other legal recourse ) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by STA Odisha, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature:

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ (complete name of bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ month, \_\_\_\_\_ year.

**7.3. Annexure 3: Format for Power of Attorney for Signing of Proposal**

*(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)*

**Power of Attorney**

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project envisaging “Selection of Agency for Supply, Installation, Operation & Maintenance of Call Centre for State Transport Department, Odisha” (the “Project”) including signing and submission of all documents and providing information / responses to State Transport Authority, Odisha State (STA, Odisha) representing us in all matters before STA, Odisha, and generally dealing with STA, Odisha in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_  
(Signature) (Name, Title and Address)

Accepted  
(Signature)  
(Name, Title and Address of the Attorney)

**NOTE:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- In case the Application is signed by a Partner / authorised Director of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**7.4. Annexure 4: Format for Certifying Non Blacklisting**

*(On the Letterhead of the bidder)*

To,

Date: \_\_\_\_\_

The Transport Commissioner,  
State Transport Authority, Odisha  
6th Floor, Rajaswa Bhawan, Cuttack-753002  
Government of Odisha

I, M/s. .... (bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoters/ directors are not barred or blacklisted by STA, Odisha or any State Government or Central Government or any Government agency / Department from participating in projects as on the proposal due date.

We undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this affidavit, we shall intimate STA, Odisha of such blacklisting.

Dated this ..... Day of .....

Name of the bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

**7.5. Annexure 5: Manufacturer's Authorization Form**

*(To be provided on the letterhead of OEM)*

To,

Date: \_\_\_\_\_

The Transport Commissioner,  
State Transport Authority, Odisha  
6th Floor, Rajaswa Bhawan, Cuttack-753002  
Government of Odisha,

**Subject: Manufacturer's Authorization Form**

**Ref:** RFP No.: (Name of the RFP) Dated: (Date of issue of RFP) RFP for "Selection of Agency for Supply, Installation, Operation & Maintenance of Call Centre for State Transport Department, Odisha" for a period of 3 years"

Sir,

We .....(name and address of the manufacturer) who are established and reputed manufacturers of.....having factories at.....(addresses of manufacturing/ development locations) do hereby authorize M/s. ....(Name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned RFP for the equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipment/ software products will be supplied to M/s. ....(Name of the bidder) as part of the subject project and we hereby undertake to support this equipment / software for the entire duration of the project from the date of submission of the bid.

Yours faithfully,

For and on behalf of M/s..... (Name of the manufacturer)

Signature:

Name:

Designation:

Contact Details:

Address:



**7.6. Annexure 6: Format of Un-Priced BOQ**

Un-Priced BoQ shall be filled by bidder in accordance with the items provided in detailed Price Bid format as per Clause 4.11 and submit along with Technical Proposal.

SL. No.	Item Description	Make	Model	Qty	Remarks if Any
1.	IP PBX System/Controller & Necessary Connectivity Accessories			1	
2.	Single port E1 PRI Card			1	
3.	<b>Software:</b> User friendly Web GUI, Call Queuing, Live call Monitor, Real time dashboard, Agents code, Call transfer, Soft Phone compatible, Detailed CDR, Call Recording etc.			1	
4.	Headset			3	
5.	Desktop			3	
6.	Online UPS 10 KVA (Without Battery)			1	
7.	Server			1	
8.	Switch			1	
9.	Storage			1	
10.	Firewall			1	
11.	Network Rack			1	
12.	Patch cord (10 metres)			5	
13.	Any Additional Items				

Authorized Signatory:

Name:

Designation:

Membership Number:

Place:

Date:

Stamp:

**7.7. Annexure 7: Format for Financials from Statutory Auditors of the bidder**

*(On the Letterhead of the bidder)*

To,

The Transport Commissioner,  
State Transport Authority, Odisha  
6<sup>th</sup> Floor, Rajaswa Bhawan, Cuttack-753002  
Government of Odisha

**Ref:** RFP No.: (No. of RFP) Dated: (Date of issue of RFP) RFP for “Selection of Agency for Supply, Installation, Operation & Maintenance of Call Centre for State Transport Department, Odisha.”

Financial Year	Total Turnover from Similar Projects	Net Worth calculated as per guidelines of given in the RFP
	Rupees in Crore	
2018-19 (Audited)		
2019-20 (Audited)		
2020-21 (Audited)		
Average for last three financial years		

**Note:** Bidder shall attach the Supporting Document for Reference for the above mentioned FY year wise turnover and Net worth.

Authorized Signatory:

Name:

Designation:

Membership Number:

Place:

Date:

Stamp:

**7.8. Annexure 8: Format for Bidder Experience***(On the Letterhead of the bidder)*

To,

The Transport Commissioner,  
 State Transport Authority, Odisha  
 6<sup>th</sup> Floor, Rajaswa Bhawan, Cuttack-753002  
 Government of Odisha

**Ref:** RFP No.: (No. of RFP) Dated: (Date of issue of RFP) RFP for “Selection of Agency for Supply, Installation, Operation & Maintenance of Call Centre for State Transport Department, Odisha.”

Sl. No.	Project Name// Client Name	Name of authorized person from Client	Email ID and Contact Number of Authorized person	Total Value of the Project in INR - Crore	Project Start Date	Project End Date	Project completion value in INR - Crore (in case of Partial Completion)	Name and Type of Project
Eg.	ABC Department	Mr. Abc Xyz	abc@xyz.com XX XXXXXXX +91 XXXXXXX	1.45 Crore	15 <sup>th</sup> Jan 2018	On – going 14 <sup>th</sup> Jan 2022	On – going 53 lakhs	Details of the SoW
1.								
2.								
3.								
4.								

**Note:** Bidder shall attach the Supporting Document for Reference for the above mentioned experience

I / We declare that all the above information is correct and best of my / our knowledge. I / We understand that the STA, Odisha may cross verify any and all information provided above and any false representation, or false information provided may be liable for action as deem fit to the STA, Odisha under relevant act / rules, or as per RFP Terms and Conditions, including but not limited to disqualification of Bid / withdrawal of LoI or Termination of contract and PBG forfeited, whichever is applicable.

Authorized Signatory:

Name:

Designation:

Membership Number:

Place:

Date:

Stamp:

**7.9. Annexure 9: Project Datasheet**

The Bidders to provide information for each project in support of the eligibility and technical evaluation criteria, in the format below:

Sl. No.	Item	Details
1.	Name of the Project	
2.	Name of the Client	
3.	Name of the Entity Claiming Experience	
5.	Brief Description of Project	
6.	Total Value of the contract	
7.	Whether fully completed / partly completed (implemented)	
8.	Value of the contract completed	
9.	Project Start Date	
10.	Project Completion Date	
11.	Implementation completion / commissioning certificate from the Client Attached	Yes/No
12.	Client's contact person: name, email, phone, fax, address	
13.	Call Centre running for number of agents	
14.	Project Scope Components & Details	

**Note:** For each project experience claimed, fill a separate Project Data Sheet

Authorized Signatory:

Name:

Designation:

Membership Number:

Place:

Date:

Stamp:

## 7.10. Annexure 10: Technical Specifications

## 7.10.1. Server Specification

Technical Specification for Server		
Sl. No.	Specification Required	Compliance (Yes/No)
1.	<b>Chassis:</b> 1U Rack Mountable	
2.	<b>CPU:</b> 1 x Intel Xeon 4208 Processor	
3.	<b>Memory:</b> 2 x 16 GB From Day 1	
4.	<b>Memory protection:</b> Advanced ECC with multi-bit error protection, Online spare, mirrored memory and fast fault tolerance	
5.	<b>HDD Bays:</b> Up to 8+2 SFF HDD/SSD The drive carrier should have intuitive icon based display along with "DO NOT REMOVE" caution indicator that gets activated automatically in order to avoid data loss/downtime due to wrong drive removal.	
6.	<b>Hard disk drive :</b> Should be supplied with 3 x 600 GB SAS 10K RPM 2.5in HDDs	
7.	<b>Controller:</b> Hardware Controller should support RAID 0.1.5.	
8.	<b>Networking features:</b> Server should have 2X1G NIC	
9.	<b>Interfaces:</b> 4 USB Ports and 1 Serial port	
10.	<b>Bus Slots:</b> Two PCI-Express 3.0 slots, atleast one x16 PCIe slots	
11.	<b>Power Supply:</b> 2 x 500 Watt of Power Supply with required accessories	
12.	<b>Fans:</b> Redundant hot-plug system fans	
13.	<b>Industry Standard Compliance:</b> ACPI 6.1 Compliant PCIe 3.0 Compliant PXE Support Energy Star ASHRAE A3/A4 UEFI 2.6 SMBIOS Redfish API SNMP v3 TLS 1.2 DMTF Systems Management Architecture	
14.	<b>System Security:</b> UEFI Secure Boot and Secure Start support Security feature to ensure servers do not execute compromised firmware code FIPS 140-2 validation Support for Commercial National Security Algorithms (CNSA) Secure Recovery - recover critical firmware to known good state on detection of compromised firmware Ability to rollback firmware	

Technical Specification for Server		
Sl. No.	Specification Required	Compliance (Yes/No)
	TPM (Trusted Platform Module) 2.0 Chassis Intrusion detection	
15.	<b>Operating Systems and Virtualization Software Support:</b> Microsoft Windows Server Red Hat Enterprise Linux (RHEL) SUSE Linux Enterprise Server (SLES) VMware Clear OS	
16.	<b>Secure encryption:</b> System should support Encryption of the data (Data at rest) on both the internal storage and cache module of the array controllers using encryption keys. Should support local key management for single server and remote key management for central management for enterprise-wide data encryption deployment.	
17.	<b>Warranty:</b> Server Warranty includes 3-Year Parts, 3-Year Labour, 3-Year Onsite support with NBD response.	
18.	<b>Firmware security:</b> 1. For firmware security, system should support remote management chip creating a fingerprint in the silicon, preventing servers from booting up unless the firmware matches the fingerprint. This feature should be immutable 2. Should maintain repository for firmware and drivers recipes to aid rollback or patching of compromised firmware. Should also store Factory Recovery recipe preloaded to rollback to factory tested secured firmware	
19.	<b>Embedded Remote Management and firmware security:</b> 1. System remote management should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for multifactor authentication 2. Server should have dedicated 1Gbps remote management port 3. Remote management port should have storage space earmarked to be used as a repository for firmware, drivers and software components. The components can be organized in to install sets and can be used to rollback/patch faulty firmware 3. Server should support agentless management using the out-of-band remote management port 4. The server should support monitoring and recording changes in the server hardware and system configuration. It assists in diagnosing problems and delivering rapid resolution when system failures occur	

Technical Specification for Server		
Sl. No.	Specification Required	Compliance (Yes/No)
	5. Applications to access the server remotely using popular handheld devices based on Android or Apple IOS should be available	
20.	<p><b>Server Management:</b></p> <p>Software should support dashboard view to quickly scan the managed resources to assess the overall health of the data centre. It should provide an at-a-glance visual health summary of the resources user is authorized to view.</p> <p>The Dashboard minimum should display a health summary of the following:</p> <ul style="list-style-type: none"> <li>• Server Profiles</li> <li>• Server Hardware</li> <li>• Appliance alerts</li> </ul> <p>The Systems Management software should provide Role-based access control</p> <p>Management software should support integration with popular virtualization platform management software like vCenter, and SCVMM</p> <p>Should help provide proactive notification of actual or impending component failure alerts on critical components like CPU, Memory and HDD.</p> <p>Should help to proactively identify out-of-date BIOS, drivers, and Server Management agents and enable the remote update of system software/firmware components.</p> <p>The Server Management Software should be of the same brand as of the server supplier.</p>	
21.	<p><b>Cloud Enabled Monitoring and Analytics:</b></p> <p>1. Offered servers shall have cloud enabled monitoring and analytics engine for proactive management. All required licenses for same shall be included in the offer.</p> <p>2. Cloud Enabled Monitoring and analytics engine shall have capability to provide following:</p> <ol style="list-style-type: none"> <li>Providing Firmware upgrade and patch upgrade recommendations proactively.</li> <li>Providing power and support entitlement status.</li> <li>Recommendations to eliminate performance bottlenecks and critical events, based on Analytics engine having capability of proactive recommendation for arresting the issues / problems.</li> </ol>	

#### 7.10.2. Network Switch (8 Ports) Specification

Technical Specification for 8 Port Switch		
Sl. No.	Specification Required	Compliance (Yes/No)

Technical Specification for 8 Port Switch		
Sl. No.	Specification Required	Compliance (Yes/No)
1.	<b>Console Ports:</b> RJ45 Ethernet - 1 USB Mini-B – 1 USB-A port for storage and Bluetooth console - 1	
2.	<b>Memory and Processor:</b> CPU - ARM v7 800 MHz DRAM – 512 MB Flash Memory – 256 MB	
3.	<b>Performance:</b> Forwarding bandwidth – 10 Gbps Switching bandwidth – 20 Gbps Forwarding rate (64-byte L3 packets) - 14.88 Mpps MAC addresses – 16000 IPv4 unicast direct routes – 542 IPv4 unicast indirect routes - 256 IPv6 unicast direct routes - 414 IPv6 unicast indirect routes - 128 IPv4 multicast routes and IGMP groups - 1024 IPv6 multicast groups - 1024 IPv4/MAC security ACEs - 600 IPv6 security ACEs - 600 Maximum active VLANs - 256 VLAN IDs available - 4094 Maximum STP instances - 64 Maximum SPAN sessions - 4 MTU-L3 packet - 9198 bytes Jumbo Ethernet frame - 10,240 bytes Dying Gasp - Yes MTBF in hours (data) - 2,171,669	



Technical Specification for 8 Port Switch		
Sl. No.	Specification Required	Compliance (Yes/No)
4.	<b>Features:</b> <b>Comprehensive 802.1X</b> <ul style="list-style-type: none"> <li>802.1X support with Network Edge Access Topology (NEAT),</li> <li>IEEE 802.1X user distribution,</li> <li>Ability to disable per-VLAN MAC learning</li> <li>Multidomain authentication</li> <li>Authentication, Authorization, and Accounting (AAA) command authorization in PnP</li> <li>TACACS+ and RADIUS authentication</li> <li>MAC address notification</li> <li>MAC Authentication Bypass (MAB) and Web Auth with downloadable ACLs</li> <li>Web authentication redirection</li> <li>Multilevel security on console access</li> <li>Spanning Tree Root Guard (STRG)</li> <li>Dynamic VLAN assignment</li> </ul>	
5.	Warranty Period for 3 years	

#### 7.10.3. Firewall Specification

Technical Specification for Firewall		
Sl. No.	Specification Required	Compliance (Yes/No)
1.	<b>Recommended use cases:</b> Small branch with up to 50 users	
2.	<b>Stateful firewall throughput:</b> 250 Mbps	
3.	<b>Advanced security throughput:</b> 200 Mbps	
4.	<b>Maximum site-to-site VPN throughput:</b> 100 Mbps	
5.	<b>Maximum site-to-site VPN tunnels:</b> 50	
6.	<b>WAN interfaces (dedicated):</b> 1 x GbE RJ45 1 x USB (cellular failover)	
7.	<b>Dual-purpose:</b> 1 x GbE RJ45	
8.	<b>LAN interfaces (fixed):</b> 4 x GbE RJ45	
9.	<b>Mounting:</b> Desktop or wall mount	
10.	<b>Power supply:</b> 30W DC (included)	
11.	<b>Power load (idle/max):</b> 4W / 10W	
12.	<b>Operating temperature:</b> 32°F to 104°F (0°C to 40°C)	

Technical Specification for Firewall		
Sl. No.	Specification Required	Compliance (Yes/No)
13.	<b>Management:</b> Managed via the web using the cloud dashboard Single pane of glass into managing wired and wireless networks Zero-touch remote deployment (no staging needed) Automatic firmware upgrades and security patches Template-based multi-network management Org-level two-factor authentication and single sign-on Role-based administration with change logging and alerts	
14.	<b>Network and firewall services:</b> Stateful firewall, 1:1 NAT, DMZ Identity-based policies Auto VPN: automated site-to-site (IPsec) VPN for hub-and-spoke or mesh topologies Client (IPsec L2TP) VPN Multiple WAN IP, PPPoE, NAT VLAN support and DHCP services Static routing User and device quarantine	
15.	<b>Monitoring and reporting:</b> Throughput, connectivity monitoring, and email alerts Detailed historical per-port and per-client usage statistics Application usage statistics Org-level change logs for compliance and change management VPN tunnel and latency monitoring Network asset discovery and user identification Periodic emails with key utilization metrics Device performance and utilization reporting Net flow support Syslog integration	
16.	<b>Remote diagnostics:</b> Live remote packet capture Real-time diagnostic and troubleshooting tools Aggregated event logs with instant search	
17.	<b>WAN performance management:</b> WAN link aggregation Automatic layer 3 failover (including VPN connections) 3G/4G USB modem failover or single uplink Application-level (layer 7) traffic analysis and shaping Ability to choose WAN uplink based on traffic type SD-WAN: dual-active VPN with policy-based routing and dynamic path selection	

Technical Specification for Firewall		
Sl. No.	Specification Required	Compliance (Yes/No)
18.	<b>Advanced security services*:</b> Content filtering (Webroot Bright Cloud CIPA-compliant URL database) Web-search filtering (including Google/Bing Safe Search) YouTube for Schools Intrusion-prevention sensor (Cisco SNORT®-based) Advanced Malware Protection (AMP) AMP Threat Grid* *Advanced security services require Advanced Security license *Threat Grid services require additional sample pack licensing	
19.	Warranty Period for 3 years	

#### 7.10.4. Desktop Specification

Technical Specification for Desktop		
Sl. No.	Specification Required	Compliance (Yes/No)
1.	Intel Core i5 10 <sup>th</sup> Generation, 2.1 GHz processor, 8 GB DDR3 expandable to 16 GB Memory, 321 GB 7200 rpm HDD, DVD R/W Drive, 10/100/1000 on board Ethernet port, Multimedia Keyboard, Optical Mouse, Preloaded Windows 10 with Recovery media, Latest version Antivirus with 3 years subscription,	
2.	3 Years onsite comprehensive warranty	

#### 7.10.5. Storage Specification

Technical Specification for Storage		
Sl. No.	Specification Required	Compliance (Yes/No)
1.	NAS with 10 TB Usable capacity after RAID 5 configuration	
2.	Warranty Period for 3 years	

#### 7.10.6. UPS Specification

Technical Specification for UPS		
Sl. No.	Specification Required	Compliance (Yes/No)

1.	10 KVA with 4 Hours backup (Without Battery)	
2.	Warranty Period for 3 years	

**7.10.7. Network Rack**

Technical Specification for Network Rack		
Sl. No.	Specification Required	Compliance (Yes/No)
1.	22U Network Rack 600X600 mm with PDU 6 Socket, Server Tray (2 Nos), Cable Organiser 1U Closed, 4 Fan & Hardware Kit	

**7.11. Annexure 11: Format of Price Proposal Letter**

*(On the Letterhead of the bidder)*

To,

Date: \_\_\_\_\_

The Transport Commissioner,  
State Transport Authority, Odisha  
6<sup>th</sup> Floor, Rajaswa Bhawan, Cuttack-753002  
Government of Odisha

Dear Sir,

**Sub:** Price Proposal for "Selection of Agency for Supply, Installation, Operation & Maintenance of Call Centre for State Transport Department, Odisha."

We \_\_\_\_\_ herewith submit our Price Proposal as detailed under evaluation Criteria for Selection of Agency for Supply, Installation, Operation & Maintenance of Call Centre for State Transport Department, Odisha."

The supporting details in respect of the Price Proposal are furnished in Clause 4.11.

**PRICE AND VALIDITY**

- All the prices mentioned in our Proposal are in accordance with the terms as specified in the RFP document. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the proposal due date.
- We hereby confirm that our prices exclude all taxes. However, price quoted are as per format given in Clause 4.11.

**DEVIATIONS**

We hereby declare that our Price Proposal is unqualified and unconditional in all respects and there are no deviations from the stated terms in the RFP document.

**FIXED PRICING**

We further confirm that the prices stated in our proposal are fixed for the tenure of the contract and are in accordance with terms of the RFP document. We declare that our Price proposal is for the entire scope of the work as specified in the RFP document.

**Signature of Bidder**

**Name of the Authorised Signatory**  
**(With Stamp of the bidder)**

Place: \_\_\_\_\_

**7.12. Annexure 12: Format of Performance Security**

To,

The Transport Commissioner,  
State Transport Authority, Odisha  
6th Floor, Rajaswa Bhawan, Cuttack-753002  
Government of Odisha

RFP No. \_\_\_\_\_

Date: \_\_\_\_\_

**WHEREAS:**

A. \_\_\_\_\_ (“Selected agency”) and [STA, Odisha (“Purchaser”) have entered into an agreement dated \_\_\_\_\_ (the “Agreement”) whereby the selected agency is required to undertake Supply, Installation, Operation & Management of Call Centre for State Transport Department, Odisha”, subject to and in accordance with the provisions of the Agreement.

B. The Agreement requires the selected agency to furnish a Performance Guarantee to STA, Odisha in a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement (as defined in the Agreement).

C. We, \_\_\_\_\_, through our branch at \_\_\_\_\_ [address], (the “**Bank**”) have agreed to furnish this Performance Guarantee.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Implementing Agency’s obligations under and in accordance with the Agreement, and agrees and undertakes to pay to STA, Odisha, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Implementing agency, such sum or sums up to an aggregate sum of the Guarantee Amount as STA, Odisha shall claim, without STA, Odisha being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from STA, Odisha, under the hand of its authorized signatory, that the Implementing Agency has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The

Bank further agrees that STA, Odisha shall be the sole judge as to whether the Implementing Agency is in default in due and faithful performance of its obligations under the Agreement and its decision that the Implementing Agency is in default shall be final, and binding on the Bank, notwithstanding any differences between STA, Odisha and the Implementing Agency, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Implementing Agency for any reason whatsoever.

3. In order to give effect to this Guarantee, STA, Odisha shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Implementing Agency and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for STA, Odisha to proceed against the Implementing Agency before presenting to the Bank its demand under this Guarantee.
5. STA, Odisha shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Implementing Agency contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by STA, Odisha against the Implementing Agency, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to STA, Odisha, and the Bank shall not be released from its liability and obligation under these presents by any exercise by STA, Odisha of the liberty with reference to the matters aforesaid or by reason of time being given to the Implementing Agency or any other forbearance, indulgence, act or omission on the part of STA, Odisha or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by STA, Odisha in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Implementing Agency under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force until \_\_\_\_\_ (mention date based on the period of validity of the Performance Guarantee as per the RFP) and unless a demand or claim in writing is made by STA, Odisha on the Bank under

this Guarantee during its validity, after such date, all rights of STA, Odisha under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of STA, Odisha in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of STA, Odisha that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect till \_\_\_\_\_ (mention date based on the period of validity of the Performance Guarantee as per the RFP) or until it is released earlier by STA, Odisha pursuant to the provisions of the Agreement.
11. Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Address)

**NOTES:**

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.



7.13. Annexure 13: Format of Pre-Bid Queries

To,

Date: \_\_\_\_\_

The Transport Commissioner,  
State Transport Authority, Odisha  
6th Floor, Rajaswa Bhawan, Cuttack-753002  
Government of Odisha

**Subject:** "Selection of Agency for Supply, Installation, Operation & Maintenance of Call Centre for State Transport Department, Odisha"

Dear Sir,

We hereby submit our request for clarifications / suggestions on the provisions of the above-referred RFP document, as per the following:

Sl. No.	RFP Clause No.	RFP Page No.	Content of RFP required Clarification	Query/ Suggestion
1.				
2.				
3.				
n.				

Signature:

Name:

Designation of the authorised signatory:

Phone Number:

FAX:

Email:

Address:

7.14. Annexure 14: Draft Agreement

(On stamp paper of Rs. 100)

This AGREEMENT is made as on this ..... day of \_\_\_\_\_, YYYY

BY AND BETWEEN

State Transport Authority, Odisha having its head office at 6<sup>th</sup> Floor, RAJASWA BHAWAN BUILDING, CHANDINI CHOWK, CUTTACK - 753002 (hereafter called "Client") which expression shall, unless inconsistent with the context thereof, mean and include its successors and permitted assigns) and represented by \_\_\_\_\_ of one part

AND

\_\_\_\_\_, a company registered under the laws of India, with its registered office \_\_\_\_\_ India (hereinafter called "\_\_\_\_\_") which expression shall, unless inconsistent with the context thereof, mean and include its successor and permitted assigns) and represented by Director of other part.

State Transport Authority, Odisha and \_\_\_\_\_ (Company Name), wherever the context so admits, hereinafter individually referred to as a "Party" and collectively as the "Parties"

WHEREAS

- a) State Transport Authority, Odisha is desirous of setup call centre for State Transport Authority Odisha"
- b) The Parties have agreed to enter into this Agreement.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES, FOR GOOD AND VALUABLE CONSIDERATION, AND ON THE TERMS AND CONDITIONS AS HEREINAFTER SET FORTH, AGREES AS FOLLOWS:

DEFINITION AND INTERPRETATION

- 1) **Definition:** In this Agreement, unless contrary to the context or meaning thereof, the following expressions shall have the meanings hereby assigned to them: -
- 2) **Contract Agreement** means the Agreement to be signed by the Successful Bidder and STA, Odisha.
- 3) **Best Industry Practice** shall mean the exercise of degree of skill, diligence, and prudence, which is expected from a skilled, experienced and internationally recognized and reputed organization engaged in the same type of undertaking under similar circumstances and acting generally in accordance with the prevailing laws, rules, regulations, codes, and industry standards.
- 4) **Site** shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per the Agreement.
- 5) **Bidder** means any firm or group of firms or companies offering the service(s) and/ or materials asked for in the RFP. The word bidder, when used in the pre-award period shall be synonymous with bidder, and when used after intimation of successful bidder shall mean the successful bidder, also called 'Vendor, Agency or Bidder's, with whom STA, Odisha signs the Contract.

- 6) **Government** means the Government of India and Government of Odisha.
- 7) **The Date of Completion** is the date for completion of the whole works, set out in this RFP document, or any subsequently amended by the STA, Odisha.
- 8) **The Works** shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered works or temporary and urgent works as required for performance of the contract.
- 9) **Installation** means installation of the Hardware and Software for the Call Centre Solutions and STA, Odisha has signed and approved the installation report.
- 10) **The level of service** means the level of service and other performance criteria which will apply to the Services delivered by the successful bidder
- 11) **Rates/Prices** means prices of supply of equipment's, services and manpower quoted by the bidder in the Price Proposal submitted by him and/or mentioned in the Contract.
- 12) **Party/Parties** means STA, Odisha or the bidder, as the case may be, and "Parties" means both of them.
- 13) **Services** means the work to be performed by the \_\_\_\_\_ (Company Name) including the supply of related accessories, transportation, insurance, customization, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the supplied equipment to be provided by the bidder or successful bidder and as specified in the Contract.
- 14) **Successful Bidder** means whose bid to perform the Contract has been accepted by STA, Odisha and is named as such in the Letter of Intent (LoI).
- 15) **Applicable Laws** mean any and all acts, statues, laws, rules, regulations, codes, standards, ordinances, judgments, orders, decrees, directives, guidelines or policies (to the extent mandatory) or any similar form of decision or determination by, or any interpretation or administration of any of the foregoing, by any Authority and shall include references to any such laws, rules, regulations, guidelines, decrees, or other legislative measures as may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision.
- 16) **Work Order** shall mean written or electronic order for Services issued by STA, Odisha to \_\_\_\_\_ (Company Name) \_\_\_\_\_ from time to time.
- 17) **Confidential Information** means all information (whether provided in oral, written or electronic format) concerning \_\_\_\_\_ (Company Name) \_\_\_\_\_, Intellectual Property, know-how, business and/or the Project, its operation and maintenance.
- 18) State Transport Authority, Odisha hereby engages \_\_\_\_\_ (Company Name) \_\_\_\_\_ on exclusive basis to render Services in the manner as set out in "Scope of Work", Work Order issued by STA, Odisha from time to time.
- 19) \_\_\_\_\_ (Company Name) \_\_\_\_\_ hereby accepts the engagement and agrees to render Services and to perform its duties and obligations herein in accordance with the terms and conditions of this Agreement, Scope of Work and Work Order issued by State Transport Authority, Odisha from time to time.

**1. CONTRACT TERM (Timeline for the Project)**

The bidder shall be responsible for the supply and installation within the timelines. The timelines for overall implementation of the work and its completion (Setup Call Centre for operation) in all respect shall be within Six (6) weeks of signing of the contract and 3 years for Operation and Maintenance.

**2. PAYMENTS, TAXES AND SECURITY**

- 2.1 Payments in consideration for \_\_\_\_\_ (Company Name) performing the services as per the terms and conditions mentioned in LoA, W.O. & SLA.
- 2.2 All prices mentioned by the bidder are firm till completion of the contract period. No revision in any price is permitted throughout the entire course of the project.

**3. MISCELLANEOUS**

- 3.1 State Transport Authority, Odisha will not assign or transfer this Agreement or any of its rights hereunder, without \_\_\_\_\_ (Company Name) prior written consent, which consent may be withheld in its absolute discretion.
- 3.2 No consent or waiver, express or implied, to or of any provision of this Agreement will be effective unless in writing signed by the Parties hereto and then only in the specific instance and for the specific purpose given.
- 3.3 The Parties will execute such further assurances and other documents and instruments and do such further things as may be necessary to implement and carry out the intent of this Agreement.
- 3.4 This Agreement may not be amended or supplemented except in writing signed by the Parties.
- 3.5 This Agreement may be signed in any number of counterparts or by facsimile, each of which will together, for all purposes, constitute one and the same instrument, binding on the Parties, and each of which will together be deemed to be an original, notwithstanding that all the Parties are not signatories to the same counterpart or facsimile.
- 3.6 In case of inconsistency between this Agreement and the Scope of Work, the terms of this Agreement will prevail.
- 3.7 \_\_\_\_\_ (Company Name) agrees and undertakes that it shall at its own cost and expense engage and mediate experienced, efficient, and qualified personnel for rendering Services hereunder.
- 3.8 \_\_\_\_\_ (Company Name) shall, at least once each month, hold a meeting with State Transport Authority, Odisha to discuss the progress of completion of work of each Work Order and the Project.
- 3.9 State Transport Authority, Odisha shall not solicit any employee of \_\_\_\_\_ (Company Name) or its Affiliates without the prior written consent of \_\_\_\_\_ (Company Name) or such Affiliate.
- 3.10 \_\_\_\_\_ (Company Name) shall provide Services to State Transport Authority, Odisha, as may be notified by State Transport Authority, Odisha from time to time.
- i. Apply and keep State Transport Authority, Odisha informed of, its most recent, relevant technical knowledge and organizational experience and consider relevant knowledge gained from other sources worldwide or any developments by \_\_\_\_\_ (Company Name), from time to time;

- ii. Apply and keep State Transport Authority, Odisha informed of, the concepts of quality assurance and safety in accordance with globally accepted industry practice followed in provision of similar services and deliverables, and such other practices followed by \_\_\_\_\_ (Company Name) \_\_\_\_\_ while rendering services to organizations globally located;
- iii. Comply with all statutory and industrial standards applicable to performance of Services and other standards as may be provided by State Transport Authority, Odisha from time to time; and
- iv. Always use the most upgraded technology and information for rendering the Services.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date first written above.

**SIGNED AND DELIVERED** by [.....]

Acting by its duly authorized signatory

Name: [.....]

Title: [....]

In the presence of:

Witness

Name: [.....]

Title: [.....]

**SIGNED AND DELIVERED** by [.....]

Name: [.....]

Title: [.....]

In the presence of:

Witness

Name: [.....]

Title: [.....]

**END OF THE DOCUMENT**