

# Service Provider for Contact Center

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Food Safety and  
Standards Authority of  
India

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**Request for Proposal  
Document**

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## Tender Reference

Tender Date	08/03/2017
Tender Reference Number	File No. 12(14)2016/Concern/Enf/FSSAI
Title	Service Provider for Contact Center
Issuing FSSAI	Food Safety and Standards Authority of India
Contact Person Details	Director (RCD), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi <a href="mailto:cito@fssai.gov.in">cito@fssai.gov.in</a>
Address of website where tender and all associated information would be published	<a href="http://www.fssai.gov.in">www.fssai.gov.in</a>
Brief Description of Tender	For providing Contact center infrastructure and operationalizing the same.

## Bid Process Schedule

#	Event	Date	Venue
1.	Pre-Bid Meeting	15/03/2017 11:30 AM	Director (RCD), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
2.	Issue of pre-bid meeting clarifications and corrigendum regarding tender documents	17/03/2017	Director (RCD), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
3.	Deadline for submission of bid documents	29/03/2017 by 3:00 PM	Director (RCD), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
4.	Opening of Technical Bids	29/03/2017 4:00 PM	Director (RCD), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
5.	Technical presentations by bidders	Will be intimated later	Director (RCD), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
6.	Opening of Financial Bids of technically qualified bidders	Will be intimated later	Director (RCD), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi

## Bid Costs

1.	Bid fee	Rs. 1,000/-	Payable at the time of bid document submission
2.	Ernest Money Deposit (also referred as bid security amount)	Rs. Ten thousand only	

## **Document Structure**

This document is divided into five parts as described below

Part I: Bid Overview

Part II: Instructions to Bidders

Part III: Contractual Clauses

Part IV: Detailed Scope of Work

Part V: Formats for Submission of Proposal

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## *Part I: Bid Overview*

### **1.1 About the FSSAI**

The Food Safety and Standards Authority of India (FSSAI) has been established under Food Safety and Standards Act, 2006 which consolidates various acts & orders that have hitherto handled food related issues in various Ministries and FSSAIs. FSSAI has been created for laying down science based standards for articles of food and to regulate their manufacture, storage, distribution, sale and import to ensure availability of safe and wholesome food for human consumption.

FSSAI has been mandated by the FSS Act, 2006 for performing the following functions:

- Framing of Regulations to lay down the Standards and guidelines in relation to articles of food and specifying appropriate system of enforcing various standards thus notified.
- Laying down mechanisms and guidelines for accreditation of certification bodies engaged in certification of food safety management system for food businesses.
- Laying down procedure and guidelines for accreditation of laboratories and notification of the accredited laboratories.
- To provide scientific advice and technical support to Central Government and State Governments in the matters of framing the policy and rules in areas which have a direct or indirect bearing of food safety and nutrition .
- Collect and collate data regarding food consumption, incidence and prevalence of biological risk, contaminants in food, residues of various, contaminants in foods products, identification of emerging risks and introduction of rapid alert system.
- Creating an information network across the country so that the public, consumers, Panchayats etc receive rapid, reliable and objective information about food safety and issues of concern.
- Provide training programmes for persons who are involved or intend to get involved in food businesses.
- Contribute to the development of international technical standards for food, sanitary and phyto-sanitary standards.

## 1.2 Project Objectives and Scope

FSSAI is currently operating a contact center which is available through a toll-free number. The purpose of this project is to take over the contact center activities. The current contact center is operating from FSSAI head quarter. The bidder is to provide all infrastructure which shall include office space to seat the service agents, hardware infrastructure, communication links and software infrastructure. Detailed scope is defined in subsequent section.

The services are to be provided in English and Hindi. The service agents are to provide support services on

- a. Current software application like Food Import Clearance System, Food Registration and Licensing system, Website, FSSAI initiatives sites etc.
- b. Register grievances on food related issues
- c. Attend to grievances submitted by consumers through app, website, whatsapp and other social media channels
- d. Co-ordinate with internal and external stakeholder for closure on issues raised. This contact center will operate as first point of contact of FSSAI.
- e. Record all issues raised by various stakeholders and forward the same to corresponding division and track to closure.

Service agents may be trained in one or more services keeping in view how the service is to be provided. The bidder shall plan accordingly keeping in view the number of service request in each category. This may be required to change depending on number of queries in each category.

## 1.3 Roles and Responsibilities

### 1.3.1 Bidder Responsibilities

1. Nominate a senior person in the capacity of a Project manager, who will serve as the single point of contact for the FSSAI and shall attend all meetings related to the project.
2. Plan and execute the project through a suitably qualified technical team. As part of this requirement, submit an operations plan and keep it updated at all times.
3. Finalize the detailed requirements and suggest any improvements to the processes that would be necessary to bring in effective support service.
4. Design, Develop, Baseline and Release the contact center for operations including all software consistent with applicable guidelines.
5. Assess available applications that is available with FSSAI for which support services are to be provided.
6. Establish Call center in Delhi.
7. Estimate connectivity, server, software licenses, etc. (i.e. provide the Bill of Material of IT Infrastructure required) requirement for contact center. Upon approval from FSSAI, deployment of the same and make the contact center operational.
8. Develop Comprehensive Technical Documents and User Manuals (for both internal and external users).
9. Provide adequate number of trained agents to man the contact center.
10. Impart training to all concerned. This will include call center agents, supervisor and FSSAI users.
11. Operate the contact center for a period of three years of operations, subject to annual performance review by FSSAI.
12. Develop Administration Manual along with Backup and Restoration procedures.
13. During the Call center Operations period, the maintenance IT infrastructure software and hardware shall be covered under the scope of the project in conformity with the agreed performance criteria.
14. The selected bidder agrees to make good any defects and shortcomings in the IT Infrastructure.



15. In event of an agent going on leave or leaving the organization there shall not be any disruption in service. In such case the bidder shall provide alternate resource in such cases. In no scenario the number of agents shall be less than the agreed number.
16. Periodically review the calls received and analyze on the number of agents required and suggest FSSAI on additional agents required to maintain the service levels
17. Provide additional agents as and when requested by FSSAI.
18. Facilitate audit and assessments, as and when required.
19. Submit periodic reports and support reviews as may be agreed and necessary.
20. At the end of the contract period, assist in smooth transition of the operations to the FSSAI or a designated agency(s).

### **1.3.2 FSSAI Responsibilities**

1. Nomination of a nodal officer for this project.
2. Carry out tasks which fall under the FSSAI responsibility, within time limits as agreed.
3. Make timely payments to the Bidder.
4. Provide the required timely access to personnel, data, clarifications, decisions and to resolve any issues as may be necessary for the bidder to carry out their obligations under this contract (including the work plan).
5. Report technical issues to the bidder's personnel for resolution.
6. Provide all necessary data and facilitate data migration / digitization.
7. Raise formal requests for changes and conform to the agreed process in approving and implementing these changes.
8. Provide Toll-free connectivity (MTNL link) to the Call center
9. Facilitate regular reviews.

## **Part II: Instructions to Bidders**

### **2.1 Eligibility Criteria**

Bidder should be a company incorporated under the Companies Act, 1956, with track record of profitability and an annual turnover of no less than Rs. 2 Crore from Contact center services, during each of the preceding three financial years ending 31.03.2016; It is clarified that revenues arising from commission / sale of IT and related equipment and software product licenses including installation, commissioning, training and maintenance support services thereon, shall not qualify for the purposes of revenue computation; the bidder should provide a letter from their statutory auditors in support of their revenues in relation to the type of services provided by them;

AND

Should have successfully implemented at least three Call centers for any Agency in India (preferably of similar nature as required under this bid), evidenced with necessary documentation.

Bids by consortiums shall not be permitted.

#### **Disqualifications**

The bidder could be disqualified at any time during the bid process at its sole discretion of the Client, for the following reasons:

- a. Submitted the bid documents after the response deadline;
- b. Made misleading or false representations or suppressed relevant information in the bid proposal (including documents, forms, statements, attachments, presentations, etc.) submitted as proof of the eligibility requirements or as part of their proposal;
- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- d. Submitted a proposal that is not accompanied by required fee / deposit money as necessary;
- e. Failed to provide clarifications, non-responsive and/or substantive responses, when sought;
- f. Submitted more than one bid either individually or as a consortia member;
- g. Declared ineligible or blacklisted by the Government of India ("GoI"), State Government or any other Government owned agency including quasi-Government sector organization or company, for corrupt, fraudulent practices or reasons related to non-performance in an engagement.

## **2.2 Bid Processing**

### **2.2.1 General Information**

- a. The bid process involves a three-stage evaluation namely, Pre-qualification, followed by the evaluation of the Technical bid and Financial bid.
- b. The bidder shall submit only one Proposal (also referred to as 'bid responses' or 'bid documents' herein)
- c. Proposal should be in the specified format
- d. Proposals should be in English Language
- e. The Bidder is not permitted to modify, substitute or withdraw their Proposal after submission
- f. Bid should be valid for a period of 180 days from the date of submission
- g. The **original** Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be attested by the person or persons who sign(s) the Proposals.
- h. An authorized representative of the bidder should sign on all the pages of the Proposal. The representative's authorization should be confirmed by a written power of attorney or board resolution accompanying the Proposal.
- i. Bidders should specify the price of their services in Indian Rupee (INR) only.
- j. During this period of the bid validity, the bidder is expected to keep available the key team of professionals proposed for the assignment. The Client will make its best effort to complete negotiations within this period.
- k. FSSAI reserves the right to accept or reject any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The decision of the competent authority would be final and binding on the bidders.
- l. Cost of preparing the proposal, presentations, negotiations, finalization of the contract, including visits to the Client, are not reimbursable.
- m. All communication pertaining to this bid will be published in the designated website unless it is a direct communication to concerned bidders, so it would be the bidders' responsibility to check website for such communication.

### **2.2.2 Bid Documents & Other Bid Related Information**

Bid documents and all other bid related information will be published in the FSSAI website [www.fssai.gov.in](http://www.fssai.gov.in). Bid documents should be downloaded from the website. Bid application fee should be made at the time of submission of bid proposal.

### **2.2.3 Pre-Bid Meeting**

- a. A pre-bid meeting will be held on the date and venue as specified
- b. All those who have obtained bid documents can participate in pre-bid meeting to seek clarification.
- c. Maximum of two (2) bidder representatives will be allowed to the pre-bid meeting
- d. The bidders have to submit any questions in writing (paper mail or facsimile or e-mail) to reach the nodal officer at least two (2) clear days prior to the pre-bid meeting.
- e. It may not be practicable to answer all questions at the pre-bid meeting.
- f. No questions regarding the bid will be entertained after the pre-bid meeting.
- g. Responses to bidder's questions will be communicated through the website only

### **2.2.4 Proposal Submission**

- a. Two (2) copies of all the bid documents sealed in separate envelopes will need to be submitted.
- b. Each envelope should be super scribed on the left hand side top corner as "Original Copy" and "Duplicate Copy" along with the name of the project.
- c. Both copies of the bids (Original and Duplicate) must consist of the following documents:
  - i. Technical Proposal with clear indication of qualification of the bidder
  - ii. Financial Proposal (sealed separately) super scribed as "Financial Bid" on the envelope along with the name of project
- d. Electronic copies of Technical Proposal should be submitted in CD-ROM and all documents should be in PDF Format.
- e. Proposals should be comprehensive where necessary and unwanted material, including repetition of the bid document contents should be strictly avoided.

### **2.2.5 Bid Opening**

- a. The bids that have been received within the specified deadline would be opened at the specified date and time as indicated.
- b. Bidder's representatives are free to be present at the time of bid opening.
- c. The bidder representatives who are present shall sign a register evidencing their attendance.
- d. The bidders names and the presence or absence of requisite bid security and such other details considered appropriate, will be announced at the time of bid opening.
- e. Bids that do not contain necessary security amount or which has substantive material deficiencies shall be rejected upon opening.
- f. Bids received after the deadline (i.e. late bids) shall be returned unopened to the respective bidder.

### **2.2.6 Bid Clarifications & Presentations**

- a. During evaluation of the bids, the bidder may be requested for clarification on their bid. Such clarifications are to be provided in writing and would need to be substantive. Non-substantive and non-responsiveness on the part of the bidder may lead to disqualification of bidder.
- b. Bidder may also be (optionally) called upon with prior notice to make presentations as per the time frame specified, to support proposal evaluation. This is only to enumerate and seek clarifications on the submissions made by the bidder in their proposal. No new material or deviations from proposal would be entertained during this process.
- c. Information provided by bidder through clarifications and/or presentations shall be taken into account for proposal evaluation.

### **2.2.7 Confidentiality**

Information relating to the examination, clarification and comparison of the bids 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.

### **2.2.8 Earnest Money Deposit**

- a. Earnest money deposit: The proposal must be accompanied by earnest money deposit of Rs. 10000/- (rupees ten thousand) in the form of Demand Draft of any nationalized bank payable to Senior Accounts Officer, Food Safety and Standards authority of India without which the proposal will be rejected outright. Earnest money deposit will not be accepted in cash or any other manner. No interest is payable on the amount of E.M.D.
- b. The Earnest money deposit will be refunded or returned (along with necessary endorsement for payment) to the bidders whose offers are not accepted by the FSSAI of Finance within two months of the placing of final order to the successful bidder. However for the successful bidder, the Earnest money deposit so submitted will be refunded on submission of Bank guarantee against security deposit.
- c. Non-acceptance of an award resulting from this bid process would entail forfeiture of the Earnest Money Deposit.

### **2.3 Negotiations**

- a. The purpose of the negotiation is to re-validate the Technical Proposal (including work plans) to ensure that the bidder's proposal adequately the objectives of the proposed engagement. The aim is to reach agreement on all points before signing the contract.
- b. The selected bidder will work out in consultation with the FSSAI the details related to the Terms of Reference, staffing, and work-plan indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will together form part of the contract.
- c. Special attention will be paid to optimizing the required outputs from the selected bidder and to clearly define the inputs required from FSSAI to ensure that the proposed engagement can be effectively supported.
- d. The negotiations will conclude with the drafting of the contract.
- e. If negotiations fail, the FSSAI will be free to invite the bidder with the second highest score at their quoted rates to contract negotiations.
- f. The final step in the negotiations process is to seek necessary approval from the competent authority or purchase committee, as may be prescribed for such purchases.

## **2.4 Award**

- a. The contract will be awarded after successful negotiations after obtaining necessary approvals.
- b. Prior to expiration of the period of bid validity, FSSAI will notify the successful bidder in writing, that their proposal has been accepted.
- c. FSSAI and successful bidder will formalize the Contract Agreement that has been finalized
- d. The successful bidder shall furnish Bank guarantee only after which disbursement of monies would be made in accordance with contractual terms.
- e. After the contract is formalized with the successful bidder, the FSSAI will promptly notify other bidders on the shortlist that they were unsuccessful and return their Security Deposit.
- f. Failure of the successful bidder to accept the correction of the errors as specified herein OR to sign the contract OR willful violation of the bid process shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the FSSAI may choose to award the work to the next highest scoring bidder or call for fresh bids.



## **2.5 Bid Evaluation**

### **2.5.1 Preliminary Scrutiny**

- a. This consists of two steps:
  - i. Assessment of the eligibility criteria will be done to determine whether the proposal submitted conforms to all mandatory criteria specified to merit further evaluation. These would include:-
    - (a) Certificate of Incorporation and commencement of the operations of the bidder's company;
    - (b) Copies of audited balance sheet for the required three years (if the accounts are not audited for the most recent period, unaudited balance sheet can be signed and this shall be signed by the authorized signatories and counter signed by the statutory auditors);
    - (c) Certificate from statutory auditors in support of the turnover requirements from Call Center;
    - (d) Copies of statutory registrations such as PAN, Service Tax Number, TIN Number, etc.
    - (e) Copies of documents should be self certified where applicable;
  - ii. Prior to the detailed evaluation, Client will determine the substantial responsiveness of each proposal. A substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Client will not allow any corrections or re-submissions in case of nonconformities.
- b. Bids not conforming to such preliminary requirements will be prima facie rejected.
- c. Should there be any nonconformity or irregularity in a bid, which does not constitute a material deviation, a view will be taken by the bid evaluation committee to provide necessary waivers, if deemed necessary and appropriate. The decision of the committee in this matter shall be final and binding on all bidders.

### 2.5.2 Evaluation of Technical Bid

- a. Criteria for evaluation of technical bids have been specified in Section 2.6 of this document.
- b. It may be observed that parameters used for evaluation of technical bids will *inter alia* be based on the nature and relevance of past experience, project approach, work plan and the professional/expert team deployed in relation to the requirements of this engagement.
- c. All the bidders who secure a Technical Score of 65% or more will be declared as technically qualified.
- d. The commercial bids of only the technically qualified bidders will be opened for further processing.

### 2.5.3 Evaluation of Financial Bid

- a. The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives
- b. The bidder with lowest financial bid (L1) will be awarded 100% score.
- c. Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder =

$$\{(Financial\ Bid\ of\ L1/Financial\ Bid\ of\ the\ Bidder) \times 100\}\%$$

(Adjusted to two decimal places)

- d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e. The bid price will include all taxes and levies and shall be in Indian Rupees.
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “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, the amount in words will prevail”.

### 2.5.4 Combined Evaluation of Technical & Financial Bids

- a. The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the Best Value Bidder for award of the Project.
- c. In the event the bid composite bid scores are ‘tied’, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

## 2.6 Scoring Pattern

Criteria	Basis	Marks
Turnover Requirements	Companies with turnover above Rs. 2 crores would be given one mark for each Rs. 1 crore additional turnover above Rs. 2 crores with a cap of 5 marks for turnover of Rs 12 crores and above	10
Project Experience	Experience relevant to this engagement as evidenced in a maximum of 3 call center engagements (5 marks for each project). The nature of the project, relevance to current functional needs, project value and client will determine the extent of marks that would be awarded.	20
Experience Related to this Engagement	Experience relevant to this engagement to be demonstrated in a maximum of <b>three engagements</b> that are ongoing and has been successfully met SLA relevant to criteria below:- <ul style="list-style-type: none"> <li>a. Project Management (4 marks)</li> <li>b. Service Level agreement (5 marks)</li> <li>c. Food related domain (10 marks)</li> <li>d. IT infrastructure planning and sizing ( 4 marks)</li> <li>e. IT operations &amp; security (5 marks)</li> <li>f. Data Migration (2 marks)</li> </ul>	30
Deployment approach	Proposed Call center IT solution including Hardware and software	15
Team & Resource Profiles	Team Structure and Key Resources to be deployed for this engagement (including project manager) based on resumes of key resources submitted	15
Presentation	Clarity in understanding of requirements as evidenced in proposal or during the presentation and merit of the solution proposed	10

## ***2.7 Conditions Governing Receipt and Opening of Proposals***

- 2.7.1 The Financial Proposal should only indicate prices **without any condition or qualification** whatsoever and should include all taxes, duties, fees, levies and other charges levied by Central & State, as may be applicable in relation to activities proposed to be carried out.
- 2.7.2 The bidder is required to quote for all the defined requirements on a **fixed price** basis. In addition, they are required to quote for manpower based on experience levels of candidates as indicated in the financial quote. Blended rate as specified in the financial quote shall be applicable to any significant changes to the solution.
- 2.7.3 The original and all copies (including Soft Copies) of the Technical Proposal should be placed in one envelope. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, **“Do not open, except in presence of the Evaluation Committee.”**
- i. After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee.
  - ii. From the time the bids are opened to the time the contract is awarded, if any Bidders wish to contact the FSSAI on any matter related to its proposal, it should do so in writing at the address of the nodal officer. Any effort by the Bidder to influence the bid proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

## ***Part III: Contractual Clauses***

The Contract Agreement for this engagement would contain the following key clauses:-

### **1. Term of Contract**

This will include the period required to deliver the deliverables and other services specified in the terms of reference, including the duration of the support period (as may be applicable to this engagement).

### **2. Termination**

- a) Normal termination of the contract would happen at the end of the tenure.
- b) Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of material breach.

### **3. Effects of Termination**

- a) In the event of a pre-mature termination of this agreement by FSSAI, the compensation payable to bidder will be decided in accordance with the Terms of Payment Schedule for the milestones completed services and accepted deliverables.
- b) Parties shall mutually agree upon a transition plan and comply with such a plan. The bidder agrees to extend full cooperation in supporting the transition process.

### **4. Undertaking against Fraudulent Practices, Corruption and Bribery**

CALL CENTER SERVICE PROVIDER represents and undertakes that it has not given, offered or promised to give, directly or indirectly any amount, gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Government in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or obtaining a contract or showing or forbearing to show favour or disfavour to any person in relation to the Contract. Any breach of the aforesaid undertaking by CALL CENTER SERVICE PROVIDER or any one employed by it or acting on its behalf or for its benefit (whether with or without its knowledge) or the commission of any offence by CALL CENTER SERVICE PROVIDER or anyone employed by it or acting on its behalf, as defined in Chapter IX of the Indian Penal Code, 1860 (45 of 1860) or the Prevention of Corruption Act, 1988 (Act 49 of 1988) or any other Act enacted for the prevention of corruption shall, without prejudice to any other legal action, entitle the FSSAI to cancel the Contract either wholly or in part, and all or any other contracts with CALL CENTER SERVICE

PROVIDER and recover from CALL CENTER SERVICE PROVIDER such amount or the monetary value thereof and the amount of any loss arising from such cancellation without any entitlement or compensation to CALL CENTER SERVICE PROVIDER. The FSSAI will also have the right to recover any such amount from any other contracts concluded earlier between CALL CENTER SERVICE PROVIDER and the FSSAI. The CALL CENTER SERVICE PROVIDER will also be liable to be debarred from entering into any contract with the Government for a minimum period of five years. A decision of the FSSAI to the effect that a breach of the undertaking has been committed shall be final and binding on CALL CENTER SERVICE PROVIDER.

#### **5. Scope of Work and Deliverables**

This will be in conformity with the terms of reference specified in the tender document and shall include the submissions made by the bidder in their proposal and work plans, further refined during the negotiations. Deliverables and milestones shall be established with a process of formal acceptance or such measurable criteria.

#### **6. Norms Governing Service Delivery**

- a) Provide necessary performance guarantees by way of bank guarantee in favour of Investment Promotion Centre for value as specified in the *pro forma* Bank Guarantee on signing of the agreement;
- b) Shall deliver the services in a professional manner commensurate with accepted industry practices and/or technical standards which are generally expected of such an engagement;
- c) Call Center Service Provider shall establish a formal team structure with a named Project Manager who will serve as single point of contact and staff with competent resources to provide effective and expert service delivery, in tune requirements;
- d) The location of services delivery would generally be limited to the FSSAI HQ , unless otherwise specified or arises out of project requirements;
- e) To ensure knowledge continuity, Call Center Service Provider agrees no changes to their key personnel for the duration of the engagement. However in very exceptional circumstances based on genuine constraints, changes would be permitted with prior written concurrence. All substitutions to be made with person with at least equivalent skills and experience;

- f) Provide a roadmap and project plan for this engagement, describing clearly the responsibilities, timelines, dependencies, milestones and risks;
- g) Establish the structure and frequency of reporting to FSSAI on the progress of the engagement;
- h) Facilitate decisions and proactively support resolution of issues that are pertinent to the scope of this engagement.

#### **7. Fees and Payments**

- a) **The total fees** payable to the bidder including a milestone based payment as specified in the terms of reference would be specified. Such payments shall be inclusive of all taxes / levies and other out of pocket expenses payable on a fixed price basis.
- b) Payments for **additional services in case of change** in scope will also be specified.
- c) Payments would be subject to tax withholdings.
- d) In case of a *bona fide* dispute regarding any invoice, the FSSAI shall be entitled to delay or withhold payment of the invoice or part of it, limited to the extent of the disputed amount.

#### **8. Ownership and Audit**

- a) All hardware, equipment, software including source code, licenses, technical documents and services obtained for the express purpose of this engagement shall be in favour of the FSSAI and shall be submitted to the FSSAI on demand.
- b) All records pertaining to this engagement shall be made available to the FSSAI and its authorized agents upon request for verification and/or audit, on the basis of a written request.

#### **9. Co-operation by the FSSAI**

To enable the bidder carry out its obligations under this agreement, FSSAI shall provide timely and convenient access to data, grant or procure necessary consents, approvals, authorizations, clearances related to interaction and communication with external agencies as may be required from time to time and provide feedback within an agreed timeframe, on all requests and queries submitted to by the bidder.



**10. Confidentiality**

Bidder and its agents shall exercise professionally reasonable care to maintain the required confidentiality and privacy with regard to FSSAI data, wherever applicable.

FSSAI shall retain exclusive intellectual property rights to all artifacts to which FSSAI has sovereign rights or by virtue of a formalized agreement with another party. Nothing herein shall or will be construed or deemed to grant to the CALL CENTER SERVICE PROVIDER any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppel, by implication or otherwise) to the aforesaid FSSAI's rights;

**11. Indemnity**

The bidder shall indemnify, defend and hold FSSAI and their officers, employees, successors and assigns harmless from and against any and all losses arising from personal injury or claims by third parties pursuant to this agreement, including but not limited to any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by them or its sub-contractors or its associated agencies or any act, default or omission of any of them in relation to this agreement.

**12. Force Majeure**

Neither Party to this agreement shall be liable to the other for delay or default in performance of its obligations or any loss or damage which may be suffered by the other directly due to a Force Majeure event provided that the affected Party notifies the other Party of such event and its likely effects and duration as soon as possible and takes all reasonable steps to mitigate the losses/disruption.

**13. Dispute Resolution**

Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavours. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed for such purpose and abide by the decisions thereon.

**14. Governing Law and Jurisdiction**

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India with the Courts at New Delhi having jurisdiction.

**15. Delays and Damages**

- a) Delays caused entirely due to the acts of the bidder and if such delays exceed more than twelve (12) consecutive weeks of agreed timelines / milestone plans for commencement of service, FSSAI at its discretion, may impose a penalty of up to 1% (one percent) of the project cost per week of delay for a period of up to twelve (12) weeks after which it will constitute a material breach.
- b) Recoveries of penalties shall be adjusted against outstanding dues to the bidder or will be set off against future payments.
- c) In any case, the extent of damages shall be limited to the monies paid to the bidder in addition to the forfeiture of the amount of Bank Guarantee.

**16. Scope Changes**

Process to manage changes to scope of the engagement and its impact on technical matters, project schedule and costs shall be detailed out.

## Part IV: Detailed Scope of Work

The scope of services that need to be provided by the successful bidder can be broadly classified into the following areas:

- Business Services
  - Inbound
  - Outbound
  - IVR
- Infrastructure & Technology
- Resources on-boarding and training
  - Resource planning and recruitment
  - Resource training
  - Ratio of Key Staff Members
- Quality Assurance
- Reporting and analytics
  - Regulatory reporting
  - MIS and reports for analytics
  - Ad-hoc/ Customized reports
- Other requirements
  - Migration
  - Ad-hoc campaigns
  - Data archival
  - Exit management

The successful bidder is expected to take handover from FSSAI and operationalize the Contact Centre operations within 1 month from the date of issue of Letter of Intent.

The successful bidder is expected to provide a high quality service to FSSAI and adhere to the service levels (SLA) mentioned for all in-scope services.

### ✓ Business Services

The scope of the business services to be covered by the Contact Centre can be broadly classified into the following categories:

- 1 Inbound Calls
- 2 Outbound Calls
- 3 IVR Function

## 1. Inbound Calls

Following is an indicative list of services that need to be provided to inbound callers:

S. No.	Category	Description
1	General queries related to Food Licensing and Registration System (FLRS)	Food Licensing and Registration System is an online portal facilitating Food Business Operators to apply for Food License/Registration. The general queries pertain to procedure to apply, supporting documents required, the kind of license to be obtained, and also for renewal of their licenses/registration, etc.
2	Payment queries related to Food Licensing and Registration System (FLRS)	FLRS allows FBOs to check their application status at various stages of approval. Payment issues arise often and FBOs need to know the status of payment made against their application. These queries need to be responded with the help of respective payment mode used.
3	General queries related to Food Imports Clearance System (FICS)	The Food Import Clearance System (FICS) is an online system to enable importers to seek No Objection Certificates (NOC) for imported food items.
4	Payment queries related to Food Imports Clearance System (FICS)	FICS allows Importers/CHAs to check their application status at various stages of approval. Payment issues arise often and Importers/CHAs need to know the status of payment made against their application. These queries need to be responded with the help of respective payment mode used.
5	General queries related to Food Standards and Product Approval system	
6	Food Safety and Hygiene related grievances	Complaints pertaining to food safety or hygiene can be raised by consumers via any of the available channels: <ul style="list-style-type: none"> <li>i. Physical Letters</li> <li>ii. Email</li> <li>iii. Website</li> <li>iv. Mobile App</li> <li>v. SMS</li> <li>vi. Tollfree</li> <li>vii. Facebook</li> <li>viii. Twitter</li> <li>ix. Whatsapp</li> </ul> <p>The complaints received via website and mobile app need no manual intervention; while all other channels need to be handled by call centre operators. For detail on Grievance Handling, see section ‘ ’.</p>
7	General queries related to FSSAI initiatives, recruitments etc.	

## 2. Outbound Calls

Following is an indicative list of services for which outbound calls need to be made to current and prospective/ potential stakeholders of FSSAI:

S. No.	Category	Description
1	General queries pertaining to specialized areas that need escalation to FSSAI expert/ Call Centre Supervisor	
2	Callers requesting call back on any information	
3	Food Safety and Hygiene related grievances	Complaints pertaining to food safety or hygiene can be raised by consumers via any of the available channels.  The complaints received via website and mobile app may need call back as the information provided by complainant may be incomplete.

## 3. IVR

The successful bidder is required to design the IVR tree structure in consultation and with the approval of FSSAI. The IVR messages should be recorded and played professionally in at least 2 languages- Hindi and English. FSSAI would review the IVR call tree on a regular basis and may suggest changes and customization in IVR tree structure from time to time. The successful bidder will be required to execute the proposed changes within 5 working days at no cost to FSSAI on receipt of such request from FSSAI.

Following is an indicative list of functions to be made available on the IVR:

1. FLRS query/complaint
2. FICS query/complaint
3. Food Standards and Product Approval query/complaint
4. Food Concern query/complaint
5. Any other query/complaint

Additionally, FSSAI, at its sole discretion might include more functions on IVR in future.

The successful bidder shall provide feature to broadcast important messages/ advertisements on IVR at no cost to FSSAI during the waiting period (when the customer is waiting to talk to agents). The content and time period for such messages/advertisements shall be decided by FSSAI. FSSAI would provide the content for advertisement to be configured on the IVR. The Contact Centre shall create the voice file for the advertisement up to the satisfaction of FSSAI.

✓ **Infrastructure and Technology**

The successful bidder shall provide in-scope Contact Centre services on an outsourced model i.e. from its premises. Cost of all the necessary infrastructure such as office space, headsets, telephones, desktops, internet connectivity etc. shall be borne by the service provider. Requisite number of PRI lines shall be arranged by FSSAI to be provisioned at the premises of service provider. The service provider shall directly coordinate with telecom operator for any support related to PRI line. Any increment in the requirement of infrastructure due to increase in volumes or due to adherence to SLAs etc. shall be solely borne by the successful bidder.

The successful bidder would provide a CRM for customer relationship management for maintaining callers' history. The CRM should have integrated SMS facility in order to issue unique complaint nos. A secure SMS Gateway would be provided by the successful bidder in order to facilitate SMS services wherever needed.

The successful bidder would provide a Disaster Recovery Centre and will also provide managed services for the deployed IT infrastructure.

However, the successful bidder would be solely responsible for procurement and deployment of the servers, routers and storage infrastructure at the Data Centre(DC) and Disaster Recovery(DR) as well as deployment and maintenance of all the in-scope applications. The successful bidder shall be responsible for managing the downtime and server breakdown.

The successful bidder is required to transfer all the hardware components including servers, routers and storage etc at Rs 1 per asset to FSSAI at the end of the contract. In case of early termination, the successful bidder is required to transfer the hardware components at book value to FSSAI. Book value will be calculated as per straight line depreciation method. The successful bidder is required to submit the proof of DR drills conducted by the service provider.

The successful bidder is expected to provide the required applications and the required interfaces for providing in-scope services. An indicative list of technologies/ solutions to be provided by the successful bidder shall include:

- I. CRM application to log the service requests and other customer interaction
- II. Call Monitoring System
- III. Voice logger
- IV. Automatic call distributor
- V. Application based dialler
- VI. Complaint Management System
- VII. Computer Telephony Interface
- VIII. Reporting and MIS tool

The following table captures the scope of the successful bidder and FSSAI pertaining to the infrastructure and technology required for Contact Centre set-up and its operations:

S. No.	Area	Successful Bidder	FSSAI
1	Contact Centre Infrastructure: <ul style="list-style-type: none"> <li>• Office space for Contact Centre operations</li> <li>• Head-sets</li> <li>• Telephone Instruments</li> <li>• Desktop</li> <li>• Other applicable infrastructure components</li> </ul>	✓	✗
2	All application license, customization and their installation	✓	✗
3	Application maintenance and version upgrades	✓	✗
4	Maintenance of servers hosted in Data Centre	✓	✗
5	Procurement of IT and network infrastructure equipment for hosting the solution components at DC and DR	✓	✗
6	Procurement of IT and network infrastructure equipment for hosting the solution components at Successful Bidder's DC and DR	✓	✗
7	Application hosting space (for CRM) at DC/ DR	✓	✗
8	Connectivity (between Contact Centre and DC and DR) at primary site	✓	✗
9	Customization, development, integration of applications With FSSAI systems	✓	Support

Any component (service/ hardware) that is not explicitly mentioned above is to be provided by the successful bidder if required for completing the objective of the RFP.

Along with the seats and cabin at the Contact Centre, bidder is also required to provide supporting infrastructure including training rooms and meeting rooms with facilities, desktops sets, connectivity, application access etc. as well as seats, furniture etc.

The successful bidder shall also provide a read-only access to all tools/ solutions (including capabilities of live call barging) used by bidder to FSSAI's designated staff at its Contact Centre as well as at the FSSAI's head office.

Key systems to be provided by the bidder as part of the solution include:

- e) Indicative list of system(s) to be hosted out of FSSAI Data Centre
  - a. Food Concern System (grievance portal)
- f) Indicative list of system(s) to be hosted out of bidder's locations
  - a. IVR application
  - b. Customer Relationship Management system
  - c. Call Monitoring System
  - d. CTI solution including ACD, dialer, voice logger
  - e. Integration of bidder's CRM through a standard CTI solution
  - f. Outbound dialer
  - g. All contemporary state of the art Business Intelligence Tools including but not limited to Automatic Roster Workforce Management Tool, Call Back Manager with Dialer, Voice Mail module (not only on IVR but for all agents across all services), Screen recording & Barging & Online Reports & Management Dashboards for FSSAI. The bidder is obligated to provide new Business Intelligence (BI) Tools and their updates at any time during the contract if FSSAI so desires at no extra cost.
  - h. Other basic infrastructure such as cabling, firewalls for security etc.

The call center will operate for 16 hours in two consecutive shifts from 7am to 3 pm (8 hours) and 3pm to 11pm (8 hours).

If FSSAI wishes to implement its own CRM systems in future, the successful bidder is required to integrate and support migration of all the data from proposed CRM to FSSAI's CRM system.

The following considerations need to be taken for supply of hardware at FSSAI location:

- d) The bidder must ensure that no hardware equipment, for which "End-of-Sale"/ "End of Life" has been declared, is offered as part of this RFP response. No hardware or software should have an "End-of-Support" mandated by the respective OEM within seven years from date of installation of hardware or software. The selected bidder will have to provide replacement of such equipment, within the duration of contract, at no additional cost to FSSAI.
- e) All the hardware and software to be supplied must be IPv4 and IPv6 compliant wherever applicable.
- f) In the event that the hardware equipment proposed in the solution and supplied by the successful bidder are not operational owing to compatibility problem in the IT environment or other technical issues, the bidder will have to replace the equipment at no extra cost to FSSAI.



- g) In the event that the solution provided is not able to meet the performance standards specified in the RFP, at the time of go live, the successful bidder will be required to augment/ upgrade the hardware & software components in the solution to ensure that the performance requirements are met. The additional hardware equipment & software shall be provided by the successful bidder at no extra cost to FSSAI.

The successful bidder shall provide complete documentation (including related legal documentation) of all the hardware components provided. The documents at a minimum should include hard copies (two sets each) and soft copy to be supplied along with relevant application licenses and associated solution software of the following:

- Technical manuals/ data sheets.
- Installation guides.
- User manuals.
- System administrator manuals.
- Toolkit Guides and Troubleshooting guides.

The successful bidder shall warrant that the services provided under the contract shall be as per the Service Level Agreement (SLA) between the bidder and FSSAI.

✓ **Resources on-boarding and training**

**1. Resource planning and recruitment**

The successful bidder is required to do the resource planning and resource deployment, while maintaining the minimum qualification as mentioned in the table below:

Resource	Minimum Education	Language Skills	Experience	Technical Skills
<b>Customer Service Associate</b>	<ul style="list-style-type: none"> <li>• Must be a graduate or higher**</li> </ul>	<ul style="list-style-type: none"> <li>• Speak, read and write in Hindi and English</li> <li>• Able to communicate confidently and politely, with good speaking skills</li> </ul>	<ul style="list-style-type: none"> <li>• At least 6 months in a Call Centre, or in direct selling/ telemarketing in the service industry.</li> <li>• Fresher can be considered subject to an approval by FSSAI team.</li> </ul>	<ul style="list-style-type: none"> <li>• Awareness on Food domain</li> </ul>
<b>Team Leaders</b> (Final Selection would be only after interaction with the FSSAI)	<ul style="list-style-type: none"> <li>• Must be a graduate or higher</li> <li>• Should be trained on COPC (or similar) methodology</li> </ul>	Same as above	<ul style="list-style-type: none"> <li>• At least 2 years in a Call Centre, or in direct selling/ telemarketing in the service industry</li> <li>• Experience in coaching and developing skills of people</li> </ul>	<ul style="list-style-type: none"> <li>• Effective problem-solving and decision-making skills</li> <li>• Complete knowledge of Food domain</li> </ul>

\*In case suitable under-graduate resources deemed fit for the profile, service provider can deploy the resources only after explicit approval from the authorized person in FSSAI.

The successful bidder shall have to take FSSAI's approval for recruiting such agents.

## **2. Resource Training**

The successful bidder shall be responsible for conducting project specific resource on-boarding training with assistance from FSSAI. This training shall include training of tools and technology, FSSAI specific processes, products and services, soft-skills etc. The successful bidder is also expected to evaluate each trainee's performance through appropriate mechanism/ test process approved by FSSAI and gauge him/her basis the threshold value. The resources clearing the training evaluation test shall be forwarded for on-job training. The period for on-boarding training should be at least 10 working days (80 hours). The successful bidder is required to maintain the results and evidences of training evaluation test and evidences for attending training for each trainee and make them available to FSSAI or third party auditors as and when requested by FSSAI. At no time, any resource with the evaluation score less than the threshold value should be deployed to the FSSAI project.

The successful bidder shall also be responsible for providing on-job training to resources qualifying the training evaluation test. The methodology used for on-job training may include shadow resource, continuous monitoring, 100% call audit and feedback etc. The period for on-job training for each resource should be of at least 1 week post clearing the training evaluation test.

FSSAI may additionally interview the successful agents before their deployment on the floor. In case FSSAI feels that the performance is not adequate, the agent shall have to repeat the required training process or be replaced with suitable agent as defined above at no cost to FSSAI.

## **3. Ratio & Number of key staff members**

To begin with, Call center may operate with a total of 12 agents, 6 agents being made available per shift. Agents must be fluent with English and Hindi both.

The call center will operate for 16 hours in two consecutive shifts from 7am to 3 pm (8 hours) and 3pm to 11pm (8 hours).

The bidders are required to provide proposals for three different setups:

- 1 shift of 8 hours
- 2 shifts of 16 hours, 8 hours each.
- 3 shifts of 24 hours, 8 hours each.

✓ **Quality Assurance**

The successful bidder is expected to deploy dedicated quality assurance team for entire duration of the contract. The quality assurance team should be independent of the operations and training team. The quality assurance team is responsible for the following, but not limited to:

- a. Monitoring the performance of Customer Service Associate and Senior Customer Service Associate on a sample basis. The sample size shall be mutually agreed between the successful bidder and FSSAI.
- b. Executing Continuous Improvement Plan (CIP) in order to exceed the target service levels & KPIs mentioned in this RFP/ customer satisfaction.
- c. Performing root cause analysis for repeated failure in service delivery and sharing the report for the same with FSSAI

✓ **Reporting and MIS**

The successful bidder shall provide a solution to generate standard reports including reports to verify KPI & SLA parameters and regulatory & statutory reports. In addition, it should also be capable of generating ad-hoc/ customized reports/ MIS as per the FSSAI's requirement. Reports should also be available in web-enabled format & should be configurable to be e-mailed to a defined mailing list.

The report format shall be flexible and shall be available either in xls, txt or any other user-friendly structure/ format including graphics depending on the request of FSSAI from time to time. The successful bidder is required to provide only system generated reports (with no requirement for manual intervention) in order to track the proposed SLAs.

✓ **Other requirements**

**1. Migration**

The successful bidder is required to migrate the data from existing operational CRM hosted at FSSAI's premises to the proposed CRM deployed by the bidder. The information to be migrated would include complete data including call recordings/ logs, list of open transactions such as service requests, issues, leads etc. The successful bidder shall be responsible for closing all the open transactions and provide seamless services to the FSSAI stakeholders.

## **2. Archival of Contact Centre Data**

The successful bidder shall archive all the calls (inbound and outbound), mails, SMS, Whatsapp messages etc carried out during the contract period and share it with FSSAI as and when required by FSSAI during the contract period. The bidder is required to store and maintain all data for the duration of the contract.

The successful bidder is also expected to assist FSSAI in data and call recording retrieval based on the parameters defined by FSSAI from the data repository during the life of the contract. The successful bidder shall also assist FSSAI in responding to queries and investigations initiated by the statutory bodies or law enforcement agencies as well as in fulfilling regulatory reporting requirements.

## **3. Exit Management**

The bidder shall promptly on the commencement of the exit management period (maximum of 6 months or any mutually agreed period), either due to termination of the contract or expiry of the contract, supply to FSSAI or its nominated vendors the following:

- Information relating to the current services rendered
- Data related to open transactions such as service requests, issues, leads etc.
- Migration of archived call records (online and offline), mails and web-chats
- Process documents, specific to FSSAI, created during the contract period
- Any other information/ support required for successful handover & migration of Contact Centre services

The bidder shall provide uninterrupted services on existing terms till an alternate solution is available. Additionally, successful bidder is responsible for handover of all FSSAI's data including CRM data, call logs and audio recordings etc. to FSSAI or its nominated vendor as informed by FSSAI.

Before the expiry of the exit management period, the bidder shall deliver to FSSAI or its nominated vendor all new or updated materials from the categories set out above, and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.

## **4.1 Deliverables of Bidder**

1. Detailed Project Plan along with periodical Project Status Reports
2. The detailed IT Infrastructure (Hardware and Software) deployed for the project
3. Agents deployed to manage the call center for FSSAI. To start with the bidder shall be providing resources for 10 seats, which may be further, extended one seat as minimum if required. The agents shall be able to handle calls and messages in English and Hindi. The service shall be available in two shift i.e. from 6 A.M to 10 P.M.
4. Provide daily, weekly and monthly reports on basis of agents.
5. Technical Documentation and User Manuals (as per agreed formats)
6. Procedure Manuals.
7. Data Migration Plan along with Migrated Data.
8. Services as agreed upon, such as but not limited to Implementation, Operation support, Maintenance, Training, etc. for the agreed duration.
9. Approved changes to the solution, as may be necessary, including integration with any external applications as may be necessary as the solution evolves and matures.

## 4.2 Performance Requirements (SLAs)

The purpose of this Service Level Agreement (SLA) is to clearly specify performance criteria that shall be adhered to by the bidder for the duration of the project.

#	Major Area	Parameter	Requirements	Penalty/Breach
1	Commencement of Call center Implementation	Timelines for meeting (major) delivery milestone	Delay of no more than 2 weeks for any given milestone AND no more than 8 weeks time cumulatively for the entire project.	Between 8 and 16 weeks, will attract a 1% penalty per week on annual cost of 10 seat.; Beyond 16 weeks it will be 'breach' thereafter
2	Availability of Call center	all business functionalities operational	99% availability between 6am and 10pm during all working days. (computed monthly)	1% penalty for 1% decrease in availability. Will constitute breach if it is less than 90% for two consecutive quarters.
3	Response time for Call	Time taken to acknowledge	Within 3 rings	Maximum limit of 8 rings.

### **4.3 Estimated Volumes**

There is an approximate daily call volume of 400-600 calls at the contact center. This no. is increasing with growing awareness about FSSAI initiatives. Also, social media platforms like Facebook/Twitter/Whatsapp/SMS receive another 100 complaints/queries. Emails received at various consumer fronts (compliance/enforcement email accounts) vary from 50-100 each day.

#### 4.4 Payment Milestones

Srl. No.	Milestone	Payment
1	Quarterly payment to be paid at the end of quarter. To be paid on basis of agents deployed.	

**Note:** All payments would be subject to withholdings, if any, due to SLA and performance criteria besides other statutory withholdings



## Part V: Formats for Submission of Proposal

### 5.1 Covering Letter (on letter head of bidder)

To

<Title of authorized person>

[Date]

<Address>

Madam/Sir,

**Subject:** Setup and manage Call Center for FSSAI

**Reference:** Bid document entitled “Call Center for FSSAI” issued by your FSSAI dated dd/mm/yyyy

We, the undersigned, offer to provide the required Call Center services in accordance with your above mentioned Tender notification / Request for Proposal.

We hereby submit our proposal documents along with necessary Earnest money Deposit and other applicable fees. The enclosed documents include Technical and Financial Proposals as per the required formats sealed in separate envelopes. It is hereby confirmed that our proposal will be valid for the period as required in the tender document.

We solemnly affirm that this proposal is binding upon us. Further, we understand and agree that acceptance of our proposal is not binding upon you.

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

Yours sincerely,

Signed by Authorized Signatory

Name and Title and of Signatory

Contact details (Address, Phone, Email ID)

## 5.2 *Format for Technical Proposal*

### 5.2.1 *Part A: Conformance to Prequalification Criteria*

S.No	Criteria	Whether Met	Reference Details
1	Company Incorporation and Commencement of business	Yes/No	Relevant document(s) self certified
2	Financial Statements of the preceding three years in support of turnover	Yes/No	Financial statements duly attested
3	Turnover from Call Center Services	Yes/No	Auditor's statement
4	PAN, Service Tax and such other statutory registrations	Yes/No	Relevant document(s) self certified
5	Call center experience	Yes/No	Certificate from customer
6	Declared ineligible or blacklisted by Gol, State Govt. / Govt. Agency or company, for corrupt, fraudulent practices or reasons related to non-performance in an engagement	Yes/No (answer to this question should be NO, in order to qualify)	A self declaration on company letter head duly signed by the authorized signatory to the effect that the company is not disqualified as per this requirement

## ***Part B: Core Technical Proposal***

The Technical Proposal should be concise and should cover without ambiguity, the following:-

2. Brief Profile of bidder
3. Project Experience (as per format proposed below)
4. Conformance to Project (Functional / Solution) Requirements highlighting non-compliances, if any
5. Details of Call Center solution along with technology, platforms, existing and/or third-party software solutions that are being proposed. Sizing details and Bill of Materials (for IT Infrastructure)
6. Work Plan details (clearly highlighting the tasks where support is expected from the FSSAI)
7. Resource deployment plan (as per format proposed below)
8. Brief resume of Project Manager and Agents (as per format proposed below)
9. Any other information that is relevant to the bid

### ***Format for Project Experience***

Using the format below, provide information on each reference assignment along with a client certificate or suitable supporting documentation.

Name of Project	
Location where services were delivered	
Name of the Client:	
Name and address of Client Contact Officer	
Duration (dates) of assignment:	
Status of assignment: Completed / Ongoing (if it is on-going, level of completion)	
Approx. Value of engagement	
Brief description of engagement and services provided by your company	
Similarity of products and/or services (if any) with this tender requirements	

### ***Format of Resume of Key Staff***

Name of Employee	
Role in proposed engagement	
Designation in Bidder's Organization	
Age	
Educational Qualifications & certifications	
Proficiency in English and Hindi	
Years of relevant experience in the industry	
Number of years with the bidder's organization	
Employment Record	In reverse order list employing organizations, job title and locations of assignments
Experience Profile (limited to most recent five years), clearly highlighting relevant experience	Project Name, Client Name, Role performed, Year and Duration of assignment, brief description of the key activities performed

### ***5.3 Format for Financial Bid***

#### ***Covering letter (on letter head of bidder)***

To

<Title of authorized person>

[Date]

<Address>

Madam/Sir,

**Subject:** Financial bid towards Contact center services services for your Organization

**Reference:** Bid document entitled “Computerization for Industrial Establishments and Societies” issued by your FSSAI dated dd/mm/yyyy

Pursuant to our technical proposal submitted for the above mentioned Tender notification / Request for Proposal, we hereby submit our financial bid.

Our attached financial proposal is on a fixed price basis along with taxes and other project expenses (including travel and out of pocket). The proposal covers optional cost items and cost for additional work resulting from scope changes as specified in the tender document. We further confirm that our pricing is not conditional.

We understand and agree that payments made to us would be as per the milestones specified in the tender document and the same shall be subject to deduction of tax at source as applicable under law.

Any variation in taxes applicable to the contract will be to the client’s account subject to production of documentary evidence of change.

We confirm that our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

Yours sincerely,

Signed by Authorised Signatory

Name and Title of Signatory

Contact details (Address, Phone, Email ID)

## Financial Quote

### A. Project Costs

Head of Cost	Year 1	Year 2	Year 3
Monthly Blended rate for Per Agent (for first 10 seats)			
Additional Per agent cost (beyond 10 seats)			
Any other additional cost			
Taxes and levies			
<b>TOTAL</b>			

**Note: All of the above should be ITEMIZED**

## 5.4 Format for Bank Guarantee (pro forma)

(To be stamped in accordance with Stamp Act)

Ref: \_\_\_\_\_

Bank Guarantee: \_\_\_\_\_

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

To

<Address>

Dear Sir,

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Operator), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated ..... (herein after, referred to as “Contract”) with you (<name of contracting authority from FSSAI side>) for Project ‘<name of project>’; in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount ----- (10% of contract value) for a period of 12 months from the date of signing of the contract and an amount of ----- (5% of contract value) for a period starting from 13<sup>th</sup> month to 30<sup>th</sup> month from date of signing of contract, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:



In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the value of Bank Guarantee as applicable at that time, without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- (i) Requiring to pursue legal remedies against Authorised Representative, FSSAI; and
- (ii) For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, fax, registered post or other electronic media to our address, as aforesaid

and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of contract value for a period of 12 months from the date of signing of the contract and 5% of contract value for a period starting from 13<sup>th</sup> month to 30<sup>th</sup> month from date of signing of contract, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee; and

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... day ..... year

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.