

**Clarification to Pre-Bid Queries raised by prospective bidders in response to  
RFP Ref. No. SMART/PCMU/DoM/CS/59/2023-24 dated 30.08.2023.  
For Hiring of Consultancy Services for Call Centre & Help Desk service  
Project Implementation Unit - Directorate of Marketing (DoM) under SMART Project  
Date 15/09/2023**

The Pre-Bid Queries raised by prospective bidders of above referred RFP. The following Clarification for queries is hereby issued.

<b>Sr. No.</b>	<b>RFP Reference clause No. and page No.</b>	<b>Content of RFP requiring Clarification(s)</b>	<b>Queries Raised (Points for Clarification)</b>	<b>DoM Comments</b>
1	Page 1	Estimated Cost: Rs. 34.89 Lakhs including GST	Can you provide the specific GR on which the estimated assignment amount is calculated, such as DIT's GR issued on May 9, 2019? If so, please share the GR reference and the resource title that has been taken into account for the key experts.	<b>Please refer Government of Maharashtra G.R. Government Resolution No: GAD- मात्स 080/4/2014-O/O DIRECTORATE OF IT-DIT (MH) Mantralaya (Annexe), Mumbai – 400 032 Date: 09 May, 2019</b>
2	Page 63, Sr. No 9	Primary objective of the assignment is to perform System Requirement analysis and Implement the Setting up of Call center & Help Desk as per activities and requirement of DoM under the project	The timeframe outlined in the Scope of Work (SoW) appears to be quite tight. To ensure effective implementation, it is advisable to adjust both the timeline and scope. This adjustment will allow the consultants to provide ongoing monitoring and support to the Department of Management (DoM) during the development and implementation phases, especially after the system integrator is brought on board.	<b>No Change</b>
3	Pg.65, Sr. No 10.A.IX	Consultant will develop training methodology from service provider including training material in Marathi, Hindi and English languages for imparting knowledge to the Executives in consultation with PIU-DoM.	The proposed timeline within the Scope of Work (SoW) seems rather constrained. This is because the said activity is scheduled to commence after the RFP is implemented. To enhance effective implementation, it is recommended to consider an adjustment to both the timeline and scope. This modification would enable the consultants to offer continuous monitoring and assistance to the Department of Management (DoM) throughout the development and implementation stages, particularly after the system	<b>No Change</b>

			integrator is engaged. issued, the system integrator is selected, and the required systems are	
4	Pg.65, Sr. No 10.A.IX	Consultant shall build a Frequently Asked Questions (FAQ) database / knowledge bank and step by step query resolution workflow based on commonly asked queries/feedback.	As stipulated in the RFP's Scope of Work, the consultants are tasked with the preparation of the Detailed Project Report (DPR) and Request for Proposal (RFP). Nevertheless, in order to create a knowledge bank and FAQ, it is imperative for the consultant to thoroughly analyze the existing system, propose a solution, and envision the future "To Be" system. Hence we request to consider updating the scope and timeline.	<b>No Change</b>
5	Pg.65, Sr. No 10.A.IX	Consultant will be required to provide and update Knowledge Base and FAQ Database regularly in consultation with PIU-DoM.	Hence, request to modify the clause as below:The firm should have at least 100 professional human resources on its payroll as on date of RFP submission. Firms will furnish information of such personnel in the execution team. (In case of JV/Consortium, either firm or both the firms jointly can fulfil this criteria)	<b>No Change</b>
6	Pg.66, Sr. No 10.C.V	Consultant shall facilitate and provide training of the envisaged system to DoM and relevant stakeholders	The proposed timeline within the Scope of Work (SoW) seems rather constrained. This is because the said activity is scheduled to commence after the RFP is issued, the system integrator is selected, and the required systems are implemented. To enhance effective implementation, it is recommended to consider an adjustment to both the timeline and scope. This modification would enable the consultants to offer continuous monitoring and assistance to the Department of Management (DoM) throughout the development and implementation stages, particularly after the system integrator is engaged.	<b>No Change</b>
7	Page 66, Sr. No 12	Roles and Responsibilities • Team Leader - Supervise, manage, and guide the Call Centre & Help Desk Service Consultant Team.	The desired candidate/consultant qualification and roles and responsibilities should primarily focus on designing broader-level	<b>No Change</b>

		<ul style="list-style-type: none"> <li>IT/ Telecommunication expert - Responsible for managing Call Centre &amp; Help Desk Service and Call Centre - Help Desk Services related aspects as per project requirements.</li> </ul>	<p>architecture for Call centre and help desk service and creating essential documents such as RFPs and Detailed Project Reports rather than being responsible for direct call centre management and experience to manage the call centre. Please clarify.</p>	
8	Page 66, Sr. No 12	<p>Minimum Qualification</p> <ul style="list-style-type: none"> <li>Team Leader - Graduate with MBA or PGDBM (fulltime) with 10 or more years' experience in Business planning &amp; operations, project management &amp; implementation with relevant experience of call centre and helpdesk service</li> <li>IT Telecommunication Expert - B.E.in E&amp;TC/Computer Science /Information Technology or equivalent with 5 years of relevant experience in the call centre and helpdesk services. and the activities given in the ToR</li> </ul>	<p>We request to update the clause asbelow</p> <ul style="list-style-type: none"> <li>Team Leader - Graduate with MBA or PGDBM (fulltime) with 3 or more years' experience in Business planning &amp; operations, project management &amp; implementation with relevant experience of call centre and helpdesk service</li> <li>IT Telecommunication Expert - B.E.in E&amp;TC/Computer Science /Information Technology</li> </ul>	<b>No Change</b>
9	ii, Proposal Submission date	Interested Consultant may submit proposal in a sealed envelope clearly superscripted as Proposal for "Consultancy services for establishing Call Centre and help desk services to PIU-DoM" by 29/09/2023 up to 17.00 hours	Request you to please extend the proposal submission date by another one week i.e. 06/10/2023 up to 17.00 hours.	<b>No Change</b>
10	23, Section-E. Data Sheet, ITC reference 21.1 (Technical Proposal - Part-A)	Sr.No-2 The firm should have been in the business of consultancy to providing Business Process Outsourcing / Call Center /Contact Center/ ITeS related services for the past 5 years. (In case of JV/Consortium, lead firm should fulfil this criteria independently)	Request to modify the clause as below: The firm should have been in the business of consultancy / implementation/project execution to providing Business Process Outsourcing / Call Center / Contact Center/ ITeS related services in India/Global since last 5 years. (In case of JV/Consortium, lead firm should fulfil this criteria independently)	<b>No Change.</b> <b>The firm in the business of implementation / project execution to providing Business Process Outsourcing / Call Center /Contact Center/ ITeS related services for the past 5 years can be considered</b>
11	24, Section-E. Data Sheet, ITC reference	Sr.No-3 The firm should have experience of consultancy in establishing, operating a call center process for at	Request to modify the clause as below: The firm should have experience of consultancy /implementation/ project	<b>No Change.</b> <b>The firm having experience of implementation/project</b>

	21.1 (Technical Proposal - Part-A)	least 01 Govt. organization (Govt. Departments /Central, State PSUs / PSBs / Autonomous Bodies / Institutions / Established Bodies). (In case of JV/Consortium, either firm or both the firms jointly can fulfil this criteria)	execution in establishing, operating a call center process for at least 01 Govt. Organization/ Public/Private in India/Global (Govt. Departments /Central, State PSUs / PSBs / Autonomous Bodies / Institutions / Established Bodies). (In case of JV/Consortium, either firm or both the firms jointly can fulfil this criteria)	<b>execution in establishing, operating a call center process for at least 01 Govt. organization can be considered.</b>
12	24, Section-E. Data Sheet, ITC reference 21.1 (Technical Proposal - Part-A)	Sr.No-4 The average turnover from consultancy related to business shall not be less than Rs 3 crores in the last three financial years (FY 2020-21 to 2022-23). (In case of JV/Consortium, lead firm should fulfil this criteria independently )	Hence, request to modify the clause as below: The average turnover from consultancy related to business shall not be less than Rs 50 crores in the last three financial years (FY 2020-21 to 2022-23). (In case of JV/Consortium, lead firm should fulfil this criteria independently ) (FY 2020-21 to 2021- 2022 (as per the last published audited balance sheets) AND FY 2022-23 (as per Provisional Certificate)	<b>No change.</b>
13	24, Section-E. Data Sheet, ITC reference 21.1 (Technical Proposal - Part-A)	Sr.No-5 The firm should have at least 10 professional human resources on its payroll as on date of RFP submission. Firms will furnish information of such personnel in the execution team. (In case of JV/Consortium, either firm or both the firms jointly can fulfil this criteria)	Hence, request to modify the clause as below:The firm should have at least 100 professional human resources on its payroll as on date of RFP submission. Firms will furnish information of such personnel in the execution team. (In case of JV/Consortium, either firm or both the firms jointly can fulfil this criteria)	<b>No Change</b>
14	25, Section-E. Data Sheet, ITC reference 21.1 (Technical Proposal - Part-B)	Sr. No-(I) Specific experience of the Consultant (as a firm) relevant to the Assignment: 20 Marks	Request you to elaborate how many project experiences are required to fulfil this 20 marks	<b>The evaluation of Specific experience would be done as follows - a) Experience of carrying out study/ preparation of roadmap or implementing strategy for establishing a call centre &amp; help desk or call centre based grievance redressal management system : 05 marks for each eligible assignment ( Max 10 marks) b) Experience of supporting Implementation of establishing a call centre &amp; help desk or call centre</b>

				<b>based grievance redressal management system : 05 marks for each eligible assignments ( Max 10 marks)</b>
15	66, Section-E. Data Sheet, ITC reference 21.1 (Technical Proposal - Part-B)	Sr. No. (Iii) Key Experts' qualifications and com or PGDBM (fulltime) with 10 or more years' experience in Business planning & operations, project management & implementation with relevant experience of call centre and helpdesk service. petence for the Assignment: Position K-1: Team Leader (01 Nos.) (Call Centre - Help Desk Service)Graduate with MBA	Request you to modify this clause as: Graduate with MBA or PGDBM (fulltime) and PMP or Prince 2 certification with 10 or more years' experience in Business planning & operations, project management & implementation with relevant experience of call centre and helpdesk service.	<b>No Change</b>
16	66, Section-E. Data Sheet, ITC reference 21.1 (Technical Proposal - Part-B)	Sr. No. (Iii) Key Experts' qualifications and competence for the Assignment: Subject Matter / Process Excellence Expert (01 Nos.)Graduate with MBA or PGDBM (2 years fulltime) with 5 years' experience in Market assessment, marketing planning, etc.	Request you to modify this clause as: Graduate with MBA or PGDBM (2 years fulltime) with 5 years' experience in Market assessment, marketing planning or IT Consultancy or Advisory etc.	<b>No Change</b>
17	66, Section-E. Data Sheet, ITC reference 21.1 (Technical Proposal - Part-B)	Sr. No. (Iii) Key Experts' qualifications and competence for the Assignment: 8IT / Telecommunication Expert (01 Nos.) B.E.in E&TC/Computer Science /Information Technology or equivalent with 5 years of relevant experience in the call centre and helpdesk services. and the activities given in the ToR	Request you to modify this clause as:B.E.in E&TC/Computer Science /Information Technology or equivalent with 5 years of relevant experience in the call centre and helpdesk services or IT consultancy in Smart Cities along with Call-centre or Helpdesk and the activities given in the ToR	<b>No Change</b>

<b>Additional clauses for inclusion</b>		
Indemnity	Tenderer shall indemnify and hold harmless the bidder for all Losses incurred in connection with any third-party Claim, except to the extent finally judicially determined to have resulted primarily from the fraud or bad faith of such Bidder.	<b>No Change</b>
Limitation of the Bidder's Liability towards the Purchaser	Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Tenderer (and any others for whom Services are provided) shall not recover from the Supplier, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services	<b>No Change</b>
Non-solicitation	Bidder shall not hire employees of Tenderer or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees of Tenderer directly involved in this contract during the period of the contract and one year thereafter.	<b>No Change</b>
Force Majeure	<p>1) Bidder shall not be liable for forfeiture of its performance security, Liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.2) For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.</p> <p>3) Unless otherwise directed by Tenderer in writing, the selected contractor 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.4) In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, Tenderer and the bidder shall hold consultations in an endeavour to find a solution to the problem.5) Notwithstanding above, the decision of Tenderer shall be final and binding on the bidder regarding termination of contract or otherwise</p>	<b>No Change</b>

Termination for Convenience	<p>1) In case of termination, Tenderer shall pay the bidder for all work-in progress, Services already performed, and expenses incurred by the bidder up to and including the effective date of the termination of this Agreement.</p> <p>2) Tenderer shall be entitled to terminate/cancel the purchase order at any time for the balance order quantity, which is within the delivery schedule with no liability on either side and without assigning any reason thereof. However, the purchase order for the quantity, which has already been offered for inspection shall not be cancelled, and supply of the same shall be availed in due course of time.</p> <p>3) Bidder may terminate/cancel the contract by giving a written notice of 30 days in case:</p> <p>a) Its invoices are not paid on time</p> <p>b) If Tenderer fails to comply with the terms of agreement</p>	<b>No Change</b>
Retention of copies	<p>On payment of all bidder fees in connection with the Contract, Tenderer shall obtain a non-exclusive license to use within its internal business, subject to the other provisions of this Contract, any Deliverables or work product for the purpose for which the Deliverables or work product were supplied. bidder retains all rights in the Deliverables and work product, and in any software, materials, know-how and/or methodologies that bidder may use or develop in connection with the Contract</p>	<b>No Change</b>
Non-Exclusivity	<p>It is agreed that the services are being rendered on a non-exclusive basis and the bidder shall have the right to pursue business opportunities that it may in its sole discretion deem appropriate.</p>	<b>No Change</b>

Note: - In case of any change or update in the RFP, the same will be published on the project website [www.smart-mh.org](http://www.smart-mh.org).

Sd/-  
Head PIU-DoM &  
Director of Marketing,  
Maharashtra State, Pune