Request for Proposal (RFP)

Support Agency for running Mahatma Gandhi National Rural Employment Guarantee Act (MGNREGA) Helpline & Grievance Redressal System in Tripura
Request for Proposal (RFP) for Support Agency for
Mahatma Gandhi National Rural Employment Guarantee Act (MGNREGA)
Helpline & Grievance Redressal System in Tripura

Terms of Reference

1. Introduction
MGNREGA aims at providing guaranteed employment to all rural households who volunteer
to do unskilled manual work in the rural areas. The schedule of works specified in the
MGNREGA assure employment of 100 days job guarantee to a rural household willing to do
unskilled manual labour in a financial year. This scheme is an important step towards the
realization of the right to work. It is also expected to enhance people's livelihood on sustained
basis, by developing the economic and social infrastructure in rural areas.

2. The Rural Development Department, Government of Tripura intends to setup a State-wide
Helpline and Grievance Redressal System that will function on all calendar day of a year on a
12 x 7 from 09.00 AM to 09.00 PM basis (Single seat per shift and 2 shifts per day). The
system will aim at enabling registered households and other stakeholders to seek assistance
from the State and other MGNREGA authorities for protection of their entitlements and seek
redressal under the Act.

3. Key Events & Dates
The schedule of activities for the purpose of the Request For Proposal (RFP) is outlined
below.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Details</th>
</tr>
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<tbody>
<tr>
<td>Non Refundable Tender Cost</td>
<td>Rs. 500/- through demand draft from any nationalised bank, drawn in favour of “Additional Secretary, Rural Development Department”, Government of Tripura, Payable at Agartala</td>
</tr>
<tr>
<td>Download of RFP document</td>
<td>RFP can be downloaded from website <a href="http://rural.tripura.gov.in">http://rural.tripura.gov.in</a>. Bidders have to pay tender cost by Demand Draft payable at Agartala in favour of “Additional Secretary, Rural Development Department”, Government of Tripura, along with the tender document.</td>
</tr>
<tr>
<td>EMD</td>
<td>Earnest money deposit of Rs.1,00,000/- in the form of Demand Draft/Bank Guarantee drawn on any nationalised bank in favour of “Additional Secretary, Rural Development Department”, Government of Tripura, payable at Agartala.</td>
</tr>
<tr>
<td>Date of pre-bid meeting</td>
<td>At 12 pm, 21st August, 2018 in R.D. Department</td>
</tr>
<tr>
<td>Last date for submission of bids</td>
<td>Up to 4 PM, 30th August, 2018</td>
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<tr>
<td>Opening of General cum Technical Bids</td>
<td>At 12 PM, 31st August, 2018 Technical evaluation may continue on next day.</td>
</tr>
<tr>
<td>Opening of the Financial Bids</td>
<td>Only those bidders who qualify technically will be informed about the opening of Financial bids. Financial bid will be opened on 1st September, 2018 at 12 PM.</td>
</tr>
<tr>
<td>Venue</td>
<td>Office chamber of Addl. Secretary (MGNREGA), R.D. Department, New Secretariat, Kunjaban, Agartala</td>
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</table>
4. Features
The Procedure for handling the Call is as given below:-

a) The Call Centre shall receive the queries of job seekers through the toll free number. The awarded Agency shall bear the call charges of the toll free number and the outgoing telephones used for contacting experts designated by the Department for call escalation. It is essential that the incoming telephone lines are routed through EPABX system in the Call Centre in order to allow handling telephone lines from more than one telephone operator. The system will also have the capability of Call Holding and Skill based Call Routing facilities.

b) **Toll Free Helpline to attend complaints** and provide answers to Frequently Asked Questions (FAQ) related to MGNREGA implementation and rights and entitlements of job card holders.

c) **An Inbound Call Center to provide information and guidance to job-seekers** on wage rates, time rate for seven hours/piecemeal rates. Worksite facilities like providing drinking water/ first aid/ crèche for children & their watch-ward etc. / work sheds/ other social benefits and payment system through banks.

d) The Call Centre Agent with the prescribed minimum academic qualification and excellent communication skills in respective local language shall attend these calls. These call centre agents are considered as Level 1 (L1) support of Call Centers.

e) Minimum qualification of a Call Centre Agent will be as follows:
   1) At least 12th grade pass in any discipline.
   2) The CCA must have fluency in the local language/dialect.

f) The Call Centre Agents shall record the name, address, sex, contact details, queries, status of the calls, type/ subject of the query etc. in a suitable format which should be approved by the authority. The Call Centre Agent shall answer the query of the job seeker. The information including the query asked and the answer given shall be recorded in a database. The information shall also send to approving authority on regular basis at predefined intervals. Further details in this respect would be worked out with the successful bidder.

g) **Provision to scan, upload and track** the hand written complaints submitted at any of the offices at State/District/Block/Gram Panchayat level. A dynamic web-based application to post, track, record and reply the complaints received through various mediums and action taken on them. Registration of the complaints will be sent to the Job card holders through SMS.

h) The Helpline number will be duly publicized and used by the MGNREGA registered households and general public to register their demand for employment, put up their
questions, submit their grievances and complaints and also seek guidance from the
government.
i) On receipt of demand, the details have to be punched into the MGNREGA MIS (existing
and developed by Govt. of India), which gets transmitted to the concerned official
through the system.

j) Similarly once complaint(s) are received, a system will have to be developed to have
provisions to inform/communicate to the concerned GP/Block/District authorities to
take suitable remedial action and obtain their feed-back in order to resolve the grievances.
The system will ensure recording of action on each complaint and also ensure close
monitoring of the pending complaints. To offer solutions to the users on a real time basis,
the system will be equipped with the latest information and communication technology
tools.

k) Authority/Committee shall nominate the Experts from the departments to provide Level
2 (L2) and Level 3 (L3) support to the Agents. A list of these experts shall be provided to
the Call Centres.

l) The Experts at Level 2 support shall try to answer the Calls. In case, Experts at Level 2
support are not able to answer the Calls then the Call will remain pending. These will be
compiled by the Call Centre and sent to the designated Nodal Agency/ Additional
Secretary in print/ e-mail format for Level 3 support.

m) The Call Centre shall operate from 09:00 AM to 09:00 PM on 12 x 7 basis. An
appropriate IVRS prompt in local language would be played informing the caller about
the working hours of the call centre.

5. **Scope of Work:**

i. Some of the facilities/ equipment which must be provided in the Call Centre are as
follows:
   a. Desktop PCs for each seat
   b. Server space
   c. Local Area Network
   d. Appropriate no. of incoming and outgoing telephone lines
   e. Internet facility on all PCs
   f. Required no. of telephone instruments
   g. Conferencing Facility on Telephone sets
   h. Head phones for each agent
   i. Air conditioning
   j. IVRS
   k. EPABX
ii. The CCAs shall have excellent knowledge of various dialects of the respective Local Language and communication skills so that the Agent is able to communicate and understand the queries of job card holders easily. In addition, the agent should also have good knowledge of English Language so that he/she is able to record the queries and other necessary details. Committee has the right to evaluation the Call Centre Agents appointed by the Service Provider at any stage and can reject them in case they are not found suitable. Under such circumstances, the Service Provider shall replace the Call Centre Agents within one week. Also the committee will have right to increase or decrease the number of Call Centre Agents depending on the response received over a period.

iii. The system will have provision to attend record and process a call/ request / grievance as and when received. The response of the concerned authority is expected within a pre-defined time frame based on the nature of the call/ grievance. Reports will be generated on a need basis from the Call details thus stored.

The bidders are required to execute the project on a turnkey basis, which includes the supply of appropriate Hardware, System Software and Customized Software (MIS) and maintenance supporting all the potential users of the system. The bidder needs to ensure that the Call Centre and associated MIS maintain the highest update possible. Towards this end, it is expected that the bidders will incorporate fault-tolerance into their ICT and RDBMS setup. Data security will also be the responsibility of the selected bidder.

iv. Call Centre Helpline

In order to receive the calls, a robust and dependable technical backbone, along with trained and dedicated manpower is the key requirement. Well oriented and trained manpower should receive the calls, record the call details and provide the response also instantaneously. The persons who receive the calls will have to be conversant with the subject and also be courteous and patient and must endeavor to satisfy the callers. The proposed system should have a capacity of handling multiple calls during peak time per day. The optimum capacity of the Call Center to handle calls during peak hour should be clearly indicated by the interested bidder.

The telephone calls will be made in Bengali and Kokbarak, the language most commonly used by the MGNREGS workers and general public in the state.

The call centre should have all the latest features like call routing as per the skills, call recording for future and quality monitoring, call barging Automatic Call Distributor (ACD) with dynamic queuing. IVR with intelligent routing, integration with database, call back scheduling, rule based dialing etc.
v. **Human Resource for the Call Centre**

The agency will be required to deploy a minimum of 3 call centre agents to manage 2 shifts @1 CCA for each shift. Two shifts will have to be run from 09.00 AM to 09.00 PM. The manpower deployed to receive and make calls at the call centre should have the following skill sets and qualities:

a. Good Communication Skills
b. Excellent command over Bangla language and ordinary Hindi/ English/ Kokborak language.

c. Problem solving skills.
d. Minimum Educational Qualification of 12th Class. List of IT personnel having experience in working in analogous position and possessing adequate technical background will be given additional weightage.
e. The Supervisors should have a better understanding of the scheme guidelines, experience in people management and good communication skills.
f. Capable of handling different situations and be able to handle the query/ issues arising during the calls to the satisfaction of the callers.

vi. **Data Repository of calls received**

The calls received should be properly stored, for retrieval in future and for performance audit. A knowledge management system should be developed to facilitate the call agents who receive the calls to access the knowledge system easily and provide appropriate responses to the callers. This is required to improve the quality and promptness of responses to the callers. Calls received for registering demand for employment will have to be entered (data punched) into MGNREGA MIS. The same will also be recorded/entered is a locally maintained database.

vii. **Web based system for Grievances/ Complaints**

The System should offer online submission and email integration so as to log in the complaints submitted electronically. The system should also have a provision/ feature so that the Physical Documents (written complaints/grievances) filed at the Gram Panchayats/ADCs/Block/District levels can be scanned at the respective offices and log the same in an electronic image format.

viii. **Development of A customized Software (MIS)**

Based on the requirements as specified above, the agency will also be required to develop a Management Information System (MIS) which will address all the requirements of reporting on the performance assessment needs of the system. The MIS will have provision of generation of reports on calls received based on varied criteria including Weekly fortnightly and Monthly reports of complaints received, Action Taken and
follow-ups and other alerts. These reports will be generated on varied permutations and at various levels such as District/Block/GP/ADC-wise details, also having provision to sort topic-wise details and date-wise data. The software should proper provisions for data security & back up, ease of use, scalability and improving efficiency. Ability of the software to be ‘forward compatible’ and ‘future-technology-ready’ will be an added advantage. The agency will also be required to orient the officials at all levels to use, enter data and view reports with the software.

ix. **Complaint processing and satisfactory complaint disposal**
Complaints should be processed by authorized persons in a time bound manner. Proper monitoring mechanism needs to be established to ensure that all the complaints are processed without undue delay. Pending complaints should be regularly reviewed for immediate disposal by the competent authority. The concerned authorities should be regularly reminded regarding pending complaints and a regular list of such authorities where complaints are pending should be published electronically. The Department will decide and notify on the roles and responsibilities of the Support Agency and relevant authorities based on the needs and requirements of MGNREGA from time to time.

x. **Complaint Redressal Mechanism**
Queries received from the public will be as far as possible replied by the authorized person instantly. Complaints/queries which could not be responded by the call centre officials instantly will be transmitted to concerned authority at the State / District / Block /Panchayat level for response. A Unique Number will be allotted to each complaint received at the Call centre by whatever means for future response. The response received from concerned authorities will be posted on website giving the reference of the response to complaint number.

xi. **Requirement of equipment, personnel, publicity and space**
All Software and hardware required to perform the tasks as defined in this document will have to be arrange/provided by the agency. Space for setting up the call center including all furniture and fixtures will also be arranged by the agency. MGNREGA MIS is already available and access through user name and password for performing relevant data entry will be provided by the State Government.

xii. **Monitoring of the Helpline System**
A mechanism should be established for monitoring of the Helpline & Grievance redressal system to find out the quality of performance of the system and the level of satisfaction of the users of the Helpline. For the purpose of call audit, all the conversation i.e the telephonic calls and its response will be recorded in the system.
6. Purchase of RFP document

Interested bidders may purchase the RFP document on payment of non-refundable fee of Rs. 500/- (Indian Rupees Five Hundred only) towards the cost of the RFP document through a demand draft (cash payment not acceptable) in favour of The Additional Secretary, Rural Development Department, New Secretariat Building, Capital Complex, Agartala (Tripura) on any Nationalized Banks payable at Agartala. The Complete RFP document (bid document) along with details terms & conditions can also be downloaded from the website http://rural.tripura.gov.in. The DNIT (tender documents) downloaded from the Website must accompany a DD of Rs. 500.00 and all pages of bid documents signed by the tenderer while submitting the same otherwise the same shall not be considered.

7. Eligibility

i. The applicant agency should have a local office in Agartala (Tripura) or shall be willing to do so immediately within 7 days of signing the contract.

ii. The applicant agency should have sufficient manpower (as specified below) & infrastructure facilities including modern office equipments at the local office to be able to conduct this assignment smoothly.

iii. The applicant agency should have a minimum of 2 years experience in developing web based applications or setting up and managing call centers or providing other support services for Government of India/ State Government schemes/ multinational companies. Agencies having experience in Rural Development Programmes will be given preference.

iv. The applicant agency should have an average annual turnover of minimum Rs. 25 lakh during the last 3 financial years.

v. The agency should be a registered entity and have registrations with income tax (PAN) and service tax authorities.

vi. The applicant agency should have a competent team of IT engineers for 12 x 7 supports for the Helpline and Grievance Redressal System.

vii. Any sort of sub-letting or forming a consortium or cartel is strictly prohibited.

viii. Agencies having worked or currently working with the Tripura Government or with any of its departments will be given preference for their knowledge of the demography.

ix. The bidder shall preferably have a valid quality certification.

8. Cost of bidding

(a) The Bidder shall bear all costs associated with the preparation and submission of the Bid and the Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

(b) Bidder is expected to examine all instructions, forms, terms, specifications and other information in the bidding documents. Failure to furnish all information required by the

Rural Development Department, Govt. of Tripura
bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at bidder’s risk and may result in the rejection of bid.

9. Clarification on Bidding Documents

Bidder, requiring clarification on the RFP may submit queries/clarifications to the Additional Secretary in writing, at the address indicated above, at least 7 days before the deadline for the submission of the bid. Authority will not respond to any such petition received after this date.

10. Amendment of Bidding Documents

a) At any time prior to the deadline for submission of bids, Additional Secretary, for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders may modify the bidding documents by issuing amendment(s).

b) All eligible Bidders will be notified of the amendment(s) in writing/through E-mail, and these will be binding on them.

c) In order to allow eligible Bidders a reasonable time to take the amendment into account in preparing their bids, Additional Secretary, at its discretion, may extend the deadline for the submission of bids.

11. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Additional Secretary, Rural Development Department, shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

12. Documents Comprising the Bids

The bidder shall submit only options, which is in accordance with the specifications and requirements.

The bid submitted shall have the following documents:

Part- I (Technical bid)

Bid Form as described in the bidding document, duly filled in by the Bidder.

a) The bid security

b) Bid Letter Form

c) Power of Attorney for signing the bid

d) Organizational, Financial, and Technical capabilities as per the format given.

e) Service tax registration number, Income tax registration.
f) Bid Documents duly signed in Original (with photocopies in Copy 1 & 2) on all pages.
g) Self certification that the company has not been black listed with any state/central
government department/agencies
h) Full description of design and layout of Integrated Portal & call center with complete
   Technical and Engineering details.
i) The bid shall specify time schedule of various activities.
j) The bidder shall disclose details pertaining to any pending litigation against them or any of
   its owners / partners, k) Any additional information as asked for by the Additional
   Secretary.

Part - II (Financial Bid)

Price bid signed in original and two copies as per formats.

a) Once quoted, the bidder shall not make any subsequent price changes. Such price
   changes shall render the bid liable for rejection.
b) Additional Secretary may at its discretion ask for revision of bid(s).
c) Additional Secretary shall not be bound by any printed conditions or provisions in the
   Bidder's bid Forms.

13. Submission of Bid

Bids must be delivered to the address given below on or before 30th August, 2018 upto 4:00
PM. Late bids will be rejected. All bids must be accompanied by (1) Tender Fee of Rs. 500/-
and (2) Bid Security of Rs. 1,00,000/- (Rupees One Lakh Only) in the form of a bank
guarantee in the prescribed format valid for a period of 45 days from the date of opening of
bid. If possible, Technical Bids will be opened in the presence of bidders' representatives who
choose to attend at the address given below on 31st August, 2018 at 12:00 PM.

O/o the Addl. Secretary (MGNREGA),
Govt. of Tripura,
Rural Development Department,
New Secretariat Building, Capital
Complex, Agartala (Tripura)
Tel: 0381-2413481
E-Mail: jsrd-tr@nic.in

Offer by fax / e-mail will not be acceptable

14. Bid Price

a) The bidder shall indicate the prices in Indian Rupees only.
b) Bidders are required to quote a single monthly shift rate, which will be applicable for all
   the shifts and for location.
c) The monthly rate for a shift (a “shift” being an eight-hour duration shift by one CCA) will
   include infrastructure related expenses of the Service Provider (including the cost of
registration charges, installation charges and initial deposits for telephone connections) and the consolidated monthly remuneration as well as all associated expenses like shift allowance, conveyance, any statutory expenses like employer's contribution towards PF & ESI etc. towards hiring of the CCA by the Service Provider.

d) Bidders are required to give total cost as well.

e) Unit and total prices of services including infrastructure offered should be quoted with breakup of all taxes and duties, and all other cost incidental thereto.

f) Prices quoted by the bidder shall be fixed. Bids submitted with adjustable price quotations will be rejected.

15. **Bid Security**

i. The Bidder shall furnish in a separate envelope, as part of the bid, a Bid Security for the amount of Rs. 1,00,000/ (Rupees One Lakh) only in form of the bank guarantee valid for a period of 45 days from the date of opening of bid.

ii. The Bid security shall be in Indian Rupees and shall be in the form of Bank Guarantee in favour of the Additional Secretary, Rural Development Department, Govt. of Tripura, Agartala on any Nationalized Banks payable at Agartala. Such negotiable instrument should be valid for at least thirty (30) days beyond the validity of the Bid.

iii. Unsuccessful Bidder's Bid security will be discharged or returned within thirty (30) days after the expiration of the period of Bid validity.

iv. The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the Performance Guarantee of 5% of the Annual Value of Contract.

v. The Bid security may be forfeited either in full or in part, at the discretion of authority, on account of one or more of the following reasons:

a. The Bidder withdraw their Bid during the period of Bid validity specified by them on the Bid letter form

b. Bidder does not respond to requests for clarification of their Bid.

c. Bidder fails to co-operate in the Bid evaluation process, and

d. In case of a successful Bidder, the said Bidder fails: to sign the Contract Agreement in time; or to furnish Performance Guarantee

16. **Period of Validity of Bids**

a) Bids shall remain valid for a period of 90 days, from the due date of bid submission. Any Bid valid for a shorter period shall be rejected as non-responsive.

b) In exceptional circumstances, Additional Secretary may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is neither required nor permitted to modify the Bid.
17. Format and Signing of Bid

a) The bidder shall prepare original + two (1+2) copies of the bid clearly marking each "Original Bid" or "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.

b) The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the Bid. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

c) The complete bid shall be without alteration or erasures, except those to accord with instructions issued by the Additional Secretary or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

18. Sealing and Marking of Bid

a) Bidder shall submit their bids in two Separate Parts in sealed envelopes super-cribed with the RFP document number, due date, time, Project and nature of bid (Technical bid, financial bid).

b) PART-I: Original and 2 copies of Technical Bid complete with all technical details along with Bid Security.

c) PART-II: Original and 2 copies of Financial Bid ONLY with full price details.

d) The envelopes containing Part-I and Part-II of the offer should be enclosed in a larger envelope duly sealed. All pages of the offer must be signed.

e) The outer envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".

f) If these envelopes are not sealed and marked as required, Additional Secretary will assume no responsibility for the bid's misplacement or premature opening.

19. Bid Due Date

a) Bid shall be received by Addl. Secretary (MGNREGA) at the address and not later than 4:00 PM, 30th August, 2018. Bids received after this deadline will be rejected and returned to the bidder unopened.

b) The Addl. Secretary (MGNREGA) may, at its discretion, on giving reasonable notice in writing to all eligible Bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of Additional Secretary and the Bidder, previously subject to the bid due date, shall thereafter be subject to the new bid due date or deadline as extended.

20. Opening of Bids by the RFP Committee

a) Technical Bids will be opened at 12:00 PM on 31st August, 2018 at the following address:
b) Bidder's representatives (Maximum 2) may attend the opening, and those who are present shall sign a register evidencing their attendance.

c) The Bidder's names, Bid modifications or withdrawals and such other details may consider appropriate, will be announced at the time of opening.

21. Examination and Evaluation of Bids

a) Bids without a valid bid security in the prescribed format will be rejected.

b) The Technical Bids shall be opened first and would thereafter be evaluated by a Consultancy Evaluation Committee (CEC) constituted for the purpose by adopting Combined Quality Cum Cost Based System (CQCCBS) approach. Agencies scoring minimum 50% in the Technical Bid will only be eligible for consideration of their Financial Bids. Evaluation of the technical proposals will be carried out by the evaluation committee as prescribed. The total marks for Revaluation of technical bids will be 100. The selection process would give 70% weight-age to Technical Bids and 30% weight-age to Financial Bids. If the Committee so feels, the bidder(s) may be requested to make a presentation. The work will be awarded to only one successful bidder.

c) Technical bid will be examined based on the following criteria:

- Average annual Turnover of last three financial year
- Company certification
- Number of seats of call centre
- Number of years since incorporation
- Exposure to Rural Development Projects
- Presence in Tripura
- Technical presentation showcasing the ability of the solution to integrate with mobile infrastructure in future.

22. Overall minimum qualifying score should be 50 in respect of technical bid.

The formula for determining the technical scores is as follows:

\[
St = 0.5 \times \frac{Tr}{Th}.
\]

Where:
- \(St\) = Total Technical Score
- \(Tr\) = Technical Marks obtained by respective bidder
- \(Th\) = Highest Technical Marks obtained within all bidders


A list of Bidders whose technical proposal meets substantial requirements including minimum qualifying score of 50, shall be notified as per schedule of events mentioned above.
The Department shall not be required to intimate the Bidder separately. Financial proposals of those Bidders will be opened in the presence of their representatives who choose to attend on the date informed by the Department. The total price quoted in the opened financial proposals (Annexure B) shall be read out and recorded. For the purpose of financial bid evaluation, the "the evaluated financial proposal (EFP)" in Rupees, shall be computed as follows:

The financial proposal evaluation \( S_f = 0.5 \times \frac{F_m}{F_r} \)

- \( S_f \) = Total Financial Score
- \( F_m \) = Lowest Price
- \( F_r \) = the price of the proposal under consideration

The price quoted should be inclusive of all statutory taxes as applicable.

a) Additional Secretary may at its discretion discuss with Bidder(s) available at this stage to clarify contents of financial bids.

b) If there is a discrepancy between the unit price & the total price, the unit price shall prevail and Committee shall correct the total price. If there is a discrepancy between words & figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, his bid shall be rejected.

24. Award of Contract

Committee will award the contract to successful bidder whose bid has been determined to be responsive and has been determined to be most competitive provided further that the bidder is determined to be qualified to perform the project satisfactorily. Committee shall however not bind itself to accept the lowest or any bid and reserves the right to accept any bid wholly or in part.

25. RFP authority's Right to Vary Quantities

Authority reserves the right to increase or decrease, on need basis, the requirements and duration of services originally specified in the RFP document at the time of award or subsequently during execution of the project.

26. RFP authority's right to reject any or AH Bids

Authority reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time, 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.

27. Notification of Successful Bidder and Acceptance by Successful Bidder

a) Prior to expiration of the period of Bid validity, Additional Secretary will notify the successful Bidder in writing that its Bid has been accepted by issuance of Letter of Intent (LOI).

b) Within 7 (Seven) days of receipt of such intimation, the successful Bidder shall give its acceptance to the Additional Secretary.

c) Within 15 (Fifteen) days of receipt of such intimation, the successful Bidder shall submit Performance Guarantee to the Additional Secretary.

d) Upon the successful Bidder's furnishing of Performance Security, Additional Secretary will promptly notify all unsuccessful Bidders and will discharge their Bid security.
28. General Conditions for Bidding

These General Conditions shall supplement or amend the other parts of the Bidding Documents and whenever there is a conflict; provision herein shall prevail over those in the other parts of the Bidding Documents.

29. Governing Language

All correspondence and other documents to be exchanged by the parties shall be written in the English language. The version written in English language shall govern its interpretation.


31. Changes in Law

In the event of any Change in Law that affects the performance of the Service Provider, the Service Provider shall be given the benefit or burden resulting from such Change in Law.

32. Use of Bid Documents and Information

a) All project related documents issued by the RD shall remain the property of RD and originals and all copies shall be returned to RD on completion of the Service Provider's performance, if so required by the Additional Secretary.

b) The Service Provider shall not without prior written consent of Additional Secretary make use of any document or information made available for the project except for purposes of performing the job.

33. Performance Security

a) Within 15 days of the receipt of the notification of award from RFP authority, the Service Provider shall furnish a performance security for an amount of 5% (five percent) of the Annual Value of Contract, using the performance security format provided from the Department in annexure.

b) The performance security shall be valid for at least 90 (ninety) days beyond the completion of contract period and shall be denominated in Indian rupees and shall be a bank guarantee in favour of the Additional Secretary, Rural Department, Govt. of Tripura, Agartala on any Nationalized Banks payable at Agartala.

c) The proceeds of the performance security shall be payable to the Additional Secretary as compensation for any loss resulting from the Service Provider's failure to complete its obligations under this bid. Additional Secretary shall notify the Service Provider in writing of its invocation of its right to receive such compensation within 15 days, indicating the reasons for which the Service Provider is in default.

d) The performance security shall be discharged by the Additional Secretary and returned to the Service Provider within 30 days from the date of final certificate certifying the fulfillment of the performance obligations under this Bid.

e) The Service Provider shall furnish amendment to the Performance Security, if required, within 15 days of notification.

34. Payment Terms

The invoices towards the Services Rendered shall be submitted to the Additional Secretary on quarterly basis at the end of every quarter for the number of seats actually deployed during the quarter as per the agreed number of seats. Additional Secretary shall release the
payments to the Service Provider on quarterly basis within 15 days after the receipt of the invoice for the last quarter subject to satisfactory performance of the Agency.

35. Time Schedule
36. The bidder is required to complete the website along with entire installation setup of Call Center, in all respects, and make it operative, within the period of 60 days from the date of issue of Purchase Order.

37. Taxes & Duties
   a) The Service Provider is liable for all taxes and duties etc as applicable.
   b) Mandatory taxes/ duties to be recovered/ withheld by the Additional Secretary will be deducted by the Additional Secretary.

38. Liquidated Damages
   a) If the Service Provider fails to offer the services and system within the periods specified in the Bid, Additional Secretary shall, without prejudice to its other remedies under the Bid, deduct from the performance security, as liquidated damages, a sum equivalent to 1% of the Bid price for each week or part there of delay until Final Acceptance, up to a maximum deduction of the 10%.
   b) If the delay is more than 4 weeks, RFP committee has the right to terminate the contract and encash the performance security.

39. Penalty
   If any of the essential facilities/ equipment in Integrated Portal & Call Centre is found non-functional beyond 48 hours, the same would be treated as deficiency of service. The list of such facilities/ equipment includes, but is not limited to the following items:

   a) Desktop PC b. Server c. Local Area Network
   b) Incoming/ outgoing telephone connection (due to reasons attributable to the Service Provider)
   c) Internet facility f. Telephone instrument.
   d) Hot Button Programming on a telephone instrument
   e) Conferencing Facility on telephone instrument, i. Head phone.
   f) Air Conditioning k. IVRS l. EPABX.
   g) Notice will be given to the supplier to rectify the same within 15 days, failing which penalty at the rate of Rs. 500 (Rupees Five Hundred) per day would be deducted from the monthly bill of the Service Provider for each such deficiency in the MNREGA Call Center.

40. Compensation for Change of Location of a Integrated Portal & CC
   Authority would have the right to change the location for the Integrated Portal & Call Centre at the time of award of the contract and/or subsequently at any time during the contract period.

41. Reduction of charges upon increase in number of shifts in a Call Centre.
   Additional Secretary has the right to increase the number of shifts in the CC from time to time during the contract period. The agreed monthly basic shift rate for the new shifts in a CC would remain the same as that agreed at the time of placement of order till the number of shifts in that Call Centre doubles from the original number of shifts at the time of placement of order. When the number of shifts in a CC would exceed the original number of shifts by
more than 100%, the basic monthly shift rate for the new shifts would be reduced by 10% of the originally agreed monthly shift rate.

42. Probation Period

a) The probation period shall be 30 days of continuous delivery of Services and operation of the Portal & Call Centre following Partial Acceptance.
b) Final Acceptance will be given subject to the satisfactory performance during Probation Period failing which the order shall stand automatically cancelled.

43. Contract Period

The initial contract period will be for two-year from the date of Final Acceptance and will be renewable on yearly basis at the option of RFP authority up to a total period of another two years.

44. Implementation Services

The Service Provider shall provide all services specified in the Technical Specifications in accordance with the highest standards of professional competence and integrity. RD reserves the right to require the replacement of any Service Provider staff assigned to work on the site by suitable qualified staff, in the event that the staff concerned is determined to be incompetent or loses the confidence of the Additional Secretary.

45. Acceptance Testing

Acceptance Test (AT) for the newly set-up Integrated Portal & CC shall be conducted by the Additional Secretary/ any appointed third party. The tests to be carried out test procedure, test equipment and tools, and expected test results are to be provided by the successful bidder to meet all the specified parameters/ service requirements. The Test procedures /Test results shall be approved by the Additional Secretary/ any appointed third party.

46. Books & Records

Service Provider shall maintain adequate books and records/reports in connection with Contract and shall make them available for inspection and audit by the RFP Committee /any appointed third party until expiry of the performance guarantee.

Service Provider shall maintain duty roaster and daily attendance record of the Call Centre Agents in Call Centre. Service Provider shall also maintain a downtime logbook to record downtime of each equipment/ facility in the Call Centre like telephone instruments, IVRS equipment, EPABX, Computers, Server, Air conditioner, Headphone sets, incoming/outgoing telephone connections etc. The format of the registers/ logbooks would be finalized in consultation with the RFP Committee.

If upon inspection of Portal & Call Centre by the RFP Committee or their authorized representative any equipment/ facility is found to be faulty or non-operational and no corresponding entry is found in the logbook specifying the date & time, the same equipment/facility would be considered to be faulty or non-operational since the first day of that month.
Service Provider shall send certified copies of the duty roaster, attendance record and downtime logbook for each month for Call Centre to the Additional Secretary at the end of the month.

47. Notice

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

48. Force Majeure

If at any time the performance, in whole or in part, by either of any obligation under the contract, shall be prevented or delayed by reasons of any war or hostility, acts of public enemy, civil commotion, sabotage fire, flood, explosion, epidemic, quarantine restriction, strikes, or acts of god (hereinafter referred to as events), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence of the event, party shall by reasons of such event, be entitled to determine the contract arising out of the contract nor shall either party have any claim for damages against the other in respect of such event. Obligations arising out of this contract shall resume after the event or events have come to an end or ceased to exist. The decision of the committee as to whether such event or events have come to an end or ceased to exist or whether deliveries of the equipment by the Service Provider have been resumed or not shall be final and conclusive. Provided both the parties may at their option terminate their obligations under the contract and thereupon the RFP Committee shall be at liberty to take over from the Service Provider all the works at a price to be fixed by committee, which shall be final, and the Service Provider shall refund forthwith the amount paid to him by RFP authority.

49. Indemnification

a) Each Party ("Indemnifying Party") shall indemnify and hold harmless the other party from any and all damages, losses, penalties, expenses and costs arising from, based on, related to or associated with the inaccuracy of any representation or covenant set forth in this Bid or the breach of or failure to perform or satisfy any of the provisions of this Bid or for loss of or damage to property, death or injury to person.

b) The Service Provider shall indemnify RFP committee and hold it harmless from all suits, actions, debts, accounts, costs, losses, and expenses of all kinds (including legal expenses and professional advisory service expenses) arising from or out of any adverse claims of any and all persons related to the execution of services.

c) Notwithstanding anything expressed or implied in this Bid to the contrary:-

i. The parties shall indemnify defend and hold the other harmless against any and all third party claims.

ii. Such indemnity shall not extend to any loss, death or injury or any expenses relating thereto to the extent that it was caused by any act or omission of either party or the failure of either party to take reasonable steps in mitigation thereof.

iii. Such indemnity shall not be applicable to any loss, damage, cost or expense in respect of, and to the extent that either party is compensated pursuant to the terms of any other Contract or under any policy of insurance.

d) For the purpose of this Article:-

i. Additional Secretary shall include all persons directly or indirectly associated with Rural Development Department including its employees.
ii. The Service Provider shall include its Secretary's, employees, agents, affiliates and subcontractors.

e) Nothing in this Article whether expressed or implied shall relieve either Party of any express obligation to make any payment due to the other Party under this Bid.

f) Properties and Facilities:

   The Service Provider shall assume full responsibility and liability for the maintenance and operation of its properties and facilities and shall indemnify and hold RD harmless from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act, accident or omission in connection with or arising out of the installation, presence, maintenance and operation of properties and facilities of the Service Provider.

  g) Control and Possession

      The Service Provider shall be deemed to be in control and possession of the equipment necessary for the proper and normal operation of the System.

50. Default and Termination

a) RFP committee may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Service Provider, terminate the Contract for services in whole or in parts:

   i. If the Service Provider fails to deliver either the whole or part of the "Services" within the time period(s) specified in the Contract or any extension thereof granted by the Additional Secretary.

   ii. If the Service Provider fails to perform any other obligation(s) and,

   iii. If the Service Provider, in either of the above circumstances, does not cure its failure within a period of 30 days (or such longer period as Additional Secretary may authorize in writing) after receipt of the default notice from the authority.

   iv. On a notice period of 60 days.

b) In the event RFP committee terminates the Contract in whole or in part, Additional Secretary may procure and install upon such terms and in such manner as it deems appropriate, similar setup and the Service Provider shall be liable to the Additional Secretary for any excess cost for such setup. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

c) All data /reports collected by the bidder shall be returned to the Additional Secretary in its original form upon such terminations. Bidder shall not have any right on this database, which is proprietary to RD / RFP committee.

51. Termination for Insolvency

      RFP committee may at any time terminate the Contract by giving 30 (thirty) days written notice to the Service Provider without compensation to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action which has accrued or will accrue thereafter to the Additional Secretary.

52. Resolution of Disputes

      The Department and the Vendors shall make every effort to resolve any disagreement or dispute amicably arising in connection with the Contract, by direct and informal negotiation.
between the designated Officer of the Department for Call Centre and designated representative of the Vendor. If designated Officer of the Department for Call Centre and representative of Vendors are unable to resolve the dispute within reasonable period as deemed fit by the Department, they shall immediately escalate the dispute to the senior authorized personnel designated by the Department and Vendors respectively. If even elapse of reasonable period as deemed fit by the Department, after the commencement of such negotiations, both the parties are unable to resolve contractual dispute amicably, Department can refer the dispute or disagreement to formal arbitration by appointing a sole Arbitrator under the provisions of Arbitration & Conciliation Act, 1996. The arbitration will be in English. The venue for such Arbitration shall be Agartala for all sites of the Call Centre.

[P.K Chakravarty, IAS]
Addl. Secretary to the Govt. of Tripura
Tel: 0381-241 3481
Forms and Schedules

Bid Letter Form

From
(Registered name and address of the Bidder)

To
The Addl. Secretary (MGNREGA),
Govt, of Tripura,
Rural Development Department,
New Secretariat Building
Agartala, Tripura West
Tel: 0381-241 3481

Sir,

Having examined the bidding documents, we the undersigned, offer to provide Services including all additional services associated thereto, also called the "Services" as detailed in the bidding document in response to your Request For Proposal No____dated ___/__/2018

We undertake to:

1. Maintain validity of the Bid for a period of 90 days from the date of Bid opening as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.
2. Provide Services for a period of four-year from the date of Final Acceptance on renewal basis every year in conformity with the bidding documents (and as amended from time to time).
3. Execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time).
4. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract on us.

Dated this______ day of ___ /__/2018

Witness:
(Signatures with name and designation)

Address: Signature........................ (In the capacity of)
Duly authorized to sign bid for and on behalf of
Bid Security Form

FORMAT OF BID BOND (EMD)

Whereas ............................. (Hereinafter called "the Bidder") has submitted its bid
dated....................For undertaking..................vide RFP No .......................... Dated ..................
KNOW ALL MEN by these presents that WE .................. OF

............... Having our registered office at ............. (Hereinafter called "the Bank")
are bound unto Additional Secretary, Rural Development Department, Government of
Tripura (hereinafter
called "the Purchaser") in the sum of Rs ................. for which payment will and truly to
be made of the said Purchaser, the Bank binds itself, its successors and assigns by these
present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the
Bidder on the Bid form or

2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser
during the period of bid validity
   a) fails or refuses to execute the Contract, if required; or
   b) fails or refuses to furnish the Performance Security, in accordance with the
      instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first
written demand, without the purchaser having to substantiate its demand, provided that in its
demand, the purchaser will note that the amount claimed by it is due to it owning to the
occurrence of one or both of the two conditions, specifying the occurred condition or
conditions.

This guarantee will remain in force up to and including THIRTY (30) days after the Period
of bid validity and any demand in respect thereof should reach the Bank not later than the
specified date/dates.

Signature of the Bank Authority
Name
Signed in Capacity of Name & Signature of witness

Full address of Branch
Address of Witness Tel No.
of Branch Fax No. of Branch
## Bid Price Schedule

### Name of the Bidder

<table>
<thead>
<tr>
<th>Basic Annual Shift Rate (to be quoted in Rs. figures and words)</th>
<th>Total fee</th>
<th>Taxes (wherever applicable)</th>
<th>Total value in Rs words and figures (Total fee + admissible taxes)</th>
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<td>1</td>
<td>2</td>
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</table>

Please note:

1) The above rates shall remain valid for a period of two year from the date of award of the contract.

Signature

(In the capacity of)

Duly authorized to sign bid for and on behalf of
Format for performance Bank Guarantee

PERFORMANCE BANK GUARANTEE

To

The Additional Secretary,
____________________________ (With due stamp duty if applicable)

OUR LETTER OF GUARANTEE NO __________________________

In consideration of
having its office at ____________________________________________ (hereinafter referred to as ______________________________________________________________  which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors)

and having entered into an agreement dated ______________________________ / issued Work Order No. _______________________________________________________________ dated with on M/s _______________________________________________________________ (hereinafter referred to as "The Service Provider which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators and executors).

WHEREAS the Service Provider having unequivocally accepted to provide the services as per terms and conditions given in the Agreement dated _______________________________/Work Order No. _______________________________________________________________ dated / /2015 and _______________________________ having agreed that the Service Provider shall furnish to RD Department a Performance Guarantee for the faithful performance of the entire contract, to the extent of 5% (five percent) of the Annual Value of Contract i.e.

We ______________________________________ (The Bank) which shall include OUR successors administrators and executors herewith establish an irrevocable Letter of Guarantee No ________________ in your favour for account of _____________________ __________________ (The Service Provider) in cover of performance Guarantee in accordance with the terms and conditions of the Agreement and Work Order _______________________________________________________________ Hereby, we undertake to pay up to but not exceeding ____________________________ (say______________ only) up to receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Service Provider having failed to perform the Agreement and despite any contestation on the part of above named Service Provider.

This letter of Guarantee will expire on ___________________________ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this letter of Guarantee will become of no effect whatsoever whether refereed to us or not.

Authorized Signature

Manager Seal of Bank

Rural Development Department, Govt. of Tripura
FORMAT OF UNDERTAKING ON BEING NOT BLACK-LISTED

This is to certify that I/we, ................................................. (name of bidder) have not been blacklisted by any Central / State Government Departments, Organizations, Agencies or Public Sector Units for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices in the last 3 years (as on ________________).

Proprietor/partner/Authorized signatory Name of Signatory:

Bidder Name:-Date :-Place :-

Rural Development Department, Govt. of Tripura
## TECHNICAL BID

### I. Profile of the Agency

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1.</td>
<td>Name of Agency</td>
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<tr>
<td>2.</td>
<td>Name and Designation of Contact Person</td>
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<td>3.</td>
<td>Address of the Agency</td>
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<td>4.</td>
<td>Telephone with STD Code</td>
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<td>5.</td>
<td>FAX No. with STD Code</td>
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<td>6.</td>
<td>Mobile No. of Contact Person</td>
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<td>7.</td>
<td>E-mail Address of Contact Person</td>
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<td>8.</td>
<td>Name and Designation of Head of the Agency responsible for the assignment</td>
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<td>9.</td>
<td>Establishment Details</td>
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<td>a.</td>
<td>Year Established</td>
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<td>b.</td>
<td>Registration No.</td>
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<td>c.</td>
<td>Type of Organization (Tick One) Company / Registered Agency/ NGO/Any Other</td>
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<td>d.</td>
<td>PAN</td>
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<td>e.</td>
<td>Service Tax Registration No.</td>
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<td>f.</td>
<td>No. of full time employees</td>
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<td>g.</td>
<td>No. of part time employees</td>
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<td>10.</td>
<td>Turnover in Rs.</td>
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<td>2015-16</td>
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</table>
II. Details of the experience in successfully executing similar support services contracts or setting up & managing call centers for Government of India and State Governments in the past 10 Years. (Use a separate sheet if necessary)

<table>
<thead>
<tr>
<th>S. No</th>
<th>Type of Activity</th>
<th>Title of the Project/Job</th>
<th>Name &amp; Address of the Client</th>
<th>Duration of Project (in months) &amp; Year of Start &amp; Completion</th>
<th>Project Cost (Rs. in Lakh)</th>
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III. Details of the experience of serving Central /State Government(s) other assignments related to rural development programmes in the last 5 Years. (Use a separate sheet if necessary)

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<tr>
<th>S. No</th>
<th>Type of Activity</th>
<th>Title of the Project/Job</th>
<th>Name &amp; Address of the Client</th>
<th>Duration of Project (in months) &amp; Year of Start &amp; Completion</th>
<th>Project Cost (Rs. in Lakh)</th>
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IV. Brief on the proposed assignment and proposed project management and functional management methodology in detail to be followed by the agency for executing the system. (This should include performance standards on call management, proposed trending reports and functional features of the proposed system which the agency is capable of establishing.)

V. Any other detail which is relevant to the bid
FINANCIAL BID

To

The Additional Secretary,
Government of Tripura,
Rural Development Department,
Agartala (Tripura)

Subject: Support Service Agency for setting up a Helpline and Grievance Redressal System under MGNREGA

FINANCIAL BID

*(Agency Name & Address)*

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<th>Sl. No.</th>
<th>Head</th>
<th>Total Cost (Rs.)</th>
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<td>In figures</td>
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<td>I</td>
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<td>Cost of the Project</td>
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<td>Per Year for all services as prescribed in the ToR</td>
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<td>Service Tax @ 14%</td>
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<td>c)</td>
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<td></td>
<td>Total</td>
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<td>II</td>
<td>Last date of validity of the bid:</td>
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Date:                                   Authorized Signatory

Place:                                  Name & Designation

Seal

Rural Development Department, Govt. of Tripura
CERTIFICATE

It is certified that:

1. The information given above is TRUE to the best of my knowledge. The organization shall stand liable for any information given above which is later found to be FALSE, including the forfeiture of any payment due to it.
2. The professionals, staff, equipment and all requisite infrastructural facilities mentioned in this bid shall be made available for this study in due time.
3. The Agency is fully equipped to handle this assignment and would implement this project.
4. I am competent to sign this Certificate.

Date:                       Authorized Signatory
Place:                      Name & Designation

Seal