

NAME OF WORK: Tender for Setting up and Operation of a Domestic Call Centre as a helpdesk on behalf of Department of Science and Technology, Government of Gujarat, Gandhinagar.

RFP NO.: GIL\Call Centre\2018-19

To,	<p>Client: Department of Science & Technology, Gandhinagar.</p> <p><u>Name of Work:</u></p> <p>Tender for Setting up and Operation of a Domestic Call Centre as a helpdesk on behalf of Department of Science and Technology, Government of Gujarat, Gandhinagar.</p> <p>Venue:Gujarat Informatics Limited Block No. 1, 8th Floor, Udhyog Bhavan, Sector-11, Gandhinagar-382010</p> <p><u>Last date & time for Bid Submission:</u> : 10/07/2018 till 1500 hours</p> <p><u>Bid Upload On:</u> https://gil.nrocure.com</p> <p><u>Pre-bid meeting:</u> 29/06/2018 @ 1500 hrs at GIL</p> <p><u>Date of Opening of Bid:</u> 10/07/2018 at 1600 hours</p> <p><u>Bidding Agency Address:</u></p> <p>Gujarat Informatics Limited Block No. 1, 8th Floor, Udhyog Bhavan, Gandhinagar-382010 Phone : 23256022 Fax: 23238925 Website:www.gil.gujarat.gov.in</p>
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Note:

Please address all queries and correspondence to
DGM (Tech), Gujarat Informatics Limited,
8th Floor, Block No.1, Udhyog Bhavan,
Gandhinagar 382010
Phone:079-23259239,23256022,
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Introduction

Gujarat Informatics Ltd. on behalf of Dept. of Science & Technology, Govt. of Gujarat invites sealed bids from eligible bidders for setting up and operation of a domestic inbound call centre as a helpdesk to provide information related to multiple government schemes/social welfare activities/social campaigns.

Bidders are advised to study the Bid Document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.

Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to understand the tender conditions so as to guide them in filling up the technical bid and the quoting rates.

- 1.0 Bidder shall submit their bids on <https://www.gil.nprocure.com>.
- 2.0 The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to GIL office on or before due date.
- 3.0 The bid shall specify time schedule of various activities.
- 4.0 Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- 5.0 Services offered should be strictly as per requirements mentioned in this Bid document. Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- 6.0 Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, GOG reserve the right to seek revised financial offer.
- 7.0 Bidder shall quote the prices of services as mentioned valid for 12 (twelve) months.
- 8.0 In addition to this RFP, the following sections uploaded are part of Bid Documents.

Section : 1	Eligibility Criteria
Section : 2	Scope of Work
Section : 3	Instructions to Bidders
Section : 4	Technical Specifications & Financial Bid Format
Section : 5	Performa of Performance Bank Guarantee

Important Dates

Last date and time for bid submission	10/07/2018 till 1500 hours.
Date and time for opening of Bid	10/07/2018 at 1600 hours
Pre bid meeting	29/06/2018 at 1500 hrs
Bid Processing Fees (Non - refundable)	Rs. 5,900/- (Rupees Five Thousand Only)
Bid security (EMD)	Rs. 2,00,000/-
GIL Contact person	DGM (Tech)- GIL

Section – 1 Eligibility Criteria

- 1.1 The bidder should have a prior experience of minimum 5 years (as on 31st March 2018) of successfully running a Domestic/International Inbound Call Centre catering to similar large clients like Government/Institutional or private firms. The experience of **running** in house call center/help desk for bidder's own operations or their partner/associate's operation will not be counted. The experience of running the call center for third party clients will only be considered. The bidder must attach registration Certificate. The bidder must have to submit the work order/agreement/client certification for the same.
- 1.2 The bidder must have total average annual turnover of **Rs. 1 Crore** last three preceding financial years ending on 31st March 2018 from similar activity. The bidder must attach audited accounts of last three years as supporting documents. Un-audited accounts will not be considered. **The bidder must attach the certificate from their Statutory Auditor certifying the total turnover from similar activity (Call Center operations) of Rs. 1 crore in last three years. The scanned copies of Profit & Loss Accounts and Balance Sheets of last three years and the detailed audited accounts of last three years ended on 31st March 2018.**
- 1.3 The bidder must have valid ISO 9001:2008, Registered with Department of Telecommunication [DOT]. The copy of the certificate must be submitted in Technical Bid.
- 1.4 The bidder must have experience of working with minimum five clients. The experience of running in-house call center/help desk for bidder's own operations or their partner/associate's operation will not be counted. The experience of running the call center for third party clients will only be considered. (The copies of contract agreements/work order/project completion certificate must be submitted for the same).
- 1.5 The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of its PSU in the State of Gujarat or any other State Government in India or Central Government for the similar kind of project for providing Electoral Roll and management programme. Certificate / affidavit mentioning that the Bidder/ Consortium Partner is not currently blacklisted by Government of Gujarat or any of its PSU in the State of Gujarat or any other State Government in India or by the Central Government due to engagement in any corrupt & fraudulent practices for the similar kind of project for providing Electoral Roll and management programme.
As attached Annexure F - Self Declaration.

1.6 Details Of 'Experience In Call Centre Operations '

(Fill up the details in the format mentioned in our e-Tendering website <https://gil.nprocure.com>)

Name of Client (with address contact persons and numbers)	Types Of sector (Govt./Public Sector/Pvt. Sector/International clients)	Type Of Services Provided	No. of agents and supervisory staff involved in the project		Responsibility or role of the Bidder in the Project	Approx Value of contract (Rs)	Current status of project (Ongoing/Completed)
			Agents	Supervisor			

(Please attach contract agreements/client certificates)

Note: All the details and the supportive documents for the above mentioned items should be uploaded in eligibility section in the bid.

Section – 2: Scope of Work:

GIL on behalf of Government of Gujarat invites RFP for outsourcing of Domestic Call Centre services for the convenience of the general public as the Citizen Centric Information - Helpdesk for various Government departments/schemes, following are some department which shall primarily start using the services:

1. Education Department (Including Counseling for Board Exams and results)
2. Chief electoral office, GAD
3. Social Justice & Empowerment Department
4. Food & Civil Supplies Department
5. Labour & Employment Department

The call centre will be operational from 10:00 AM to 6:00 PM on daily basis.

The Call Centre will be initially operational with 10 call centre agents and will be providing information to citizens in single shift (Office Hours- i.e 10:00 AM to 06:00 PM). However, bidder shall be capable to run the call centre in three shifts, as and when required by Government of Gujarat, in following manner:

Shift1: 06:00 a.m. to 02:00 p.m.

Shift2: 02:00 p.m. to 10:00 p.m.

Shift3: 10:00 p.m. to 06:00 a.m.

(Please note: In each shift, Minimum one call centre agent must be proficient in speaking Gujarati/Hindi language and minimum one agent should be proficient in English language)

Following are some of the primary requirement for a Centralized Call Center:

- Centralized helpdesk management and operations capability
- Central infrastructure to build central repository of information / data
- Trustworthy environment, where citizens can conduct secure interaction in confidence.
- Easy and multi-channel access to citizen for interacting with government.

Successful bidder shall be capable for providing extra manpower as per the requirement of user department at notice period of one month. User Department reserves the right to change the nos. of call centre agents as and when required.

The successful bidder shall offer the rates for setting up and operation of the call center on per person per shift (8 hours) basis including the charges for supervisors.

2.1 ROLES AND RESPONSIBILITIES:

2.1.1 Responsibilities of User Department

- User Department will provide training and information about various Govt. Schemes/Campaigns/Processes and shall provide FAQ's.

2.1.2 Successful Bidder's responsibilities:

- Successful bidder shall use his own premises or extend his existing call center facility as per the requirement. The cost of premises & recurring cost related to electricity, connectivity & all kind of utility services will be borne by the successful bidder for setting up & operation of this call center.

- Successful bidder shall recruit, supervise, provide training (language and soft skills), and, maintain the required number of staff members in order to run the centre in full capacity at their own cost. All the agents must have minimum one year of experience in similar activity.
- Successful bidder shall appoint one supervisor who will be nodal point for coordination with Client and also supervising the performance of the agents. The supervisor must be available on mobile.
- Successful bidder needs to sign the contract and non-disclosure agreement with Government of Gujarat for running the call centre.
- Successful bidder shall put the necessary hardware (including computers, routers, switches, networking etc) and licensed software applications at their own cost..
- Successful bidder shall maintain and provide all Call – Logs, Voice – Logs, Voice recordings and other necessary details as required by Client in desired form of client.
- All the expenditure pertaining to the man-power deployed for call center operations, maintenance and costs of all hardware/software will be borne by the successful bidder including the salaries and other benefits of the staff.
- The service provider shall abide by the job safety measures as per prevalent laws and Government department shall not be responsible for demands or responsibilities arising from accidents or loss of life, the cause of which is the service provider’s negligence. The service provider will pay all indemnities arising from such incidents and will not hold Client responsible.
- The service provider is responsible for managing the activities of its personnel and will hold himself responsible for any misdemeanors.
- Successful bidder shall acknowledge surety, security and privacy of the client’s business data and other department’s proprietary information or materials, whether developed by department or being used by department pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to user department.
- Successful bidder shall agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by service provider to protect its own proprietary information.
- Successful bidder shall not use the Confidential Information, the name or the logo of the Government offices except for the purposes of providing the Services as specified under the Contract or without the prior written consent of the client.
- The successful bidder is required to do all prior work of installing the required hardware & software, recruitment and training of agents, test dialing etc. in 45 days time from the date of award of contract to them and should start operations within this period.
- Successful bidder will be responsible for Program Management activities like coordinating with the Govt. departments/offices (for information) and telecom service provider for smooth running of the operations.

2.1.3 Following are some of the basic operational attributes (but not limited to) which shall be consider for a Centralized Call Center:

Sr.	Service (Operational Attributes)	Requirement
1	Inbound Call Handling	
A	Multi Lingual Support Professional.	Gujarati, Hindi, English, Note: Call should be routed to a CSR (Customer service representative) as per language option chosen by customer in IVR, whenever required.
B	Audits to be conducted	Call Audit (Call Handling, Account Action, Process & Product Knowledge) Any other significant parameter category can be added.

C	Audit Targets	It may be based on number of calls and or Mutual Agreement
D	Call Record Facility	This facility should be available for future verification.
E	Internal Escalation process	Internal Escalation Process: Operations Manager / Team Leader needs to take up customer escalation or a call back is promised, if he/she is not available real-time.
2	MIS	1. Daily Call Report (to respective Departments / Boards/ Corporations) 2. Daily IVR Usage Report 3. Weekly / Monthly Inbound & Outbound Dashboard 4. Monthly Audit MIS 5. Interval wise report for days where Core Business Metrics are not met.
3	IVR	
A	Provision of IVR services	Almost all the Calls shall be recorded (as and when required)
B	IVR health Check	Service Usage & Uptime of IVR and consistency & Quality of voice shall be checked on Monthly timely basis.etc.
C	Customer Satisfaction Survey Score	Customer Satisfaction Survey shall be done on quarterly basis to check quality and performance of calls.

1. Scope of Proposed System

This Centralized Call Centre will be a common Citizen Centric Call Center of various Government department / Schemes such as Education, Health services, Career guidance and Grievances. Instead of dialing individual of customer care numbers for individual departments; this facility will provide a single point of contact to citizen through a toll free number and connects the call to the respective domain experts. Through the initial dialing, the call will be diverted to the agent who is handling that particular area and then that agent will be liable to provide correct answer/ information about the query to the caller.

2. Call Center / Helpdesk Interface

This provides the interface to the users and helpdesk operators for logging, tacking, resolution & closing of calls. The following are different types of interfaces/ responsibilities that can be used by Help Desk operators:

- GOG Centralized Help Desk: A **10 seater Call Center** would be required to start the operation for GoG. This should be manned with call centre agents and experts and provide services to the citizen / departments. Initially, the call centre will work for single shift.
- Application for Call Center: This would required to create a database of knowledgebase which can be referred to as FAQ. The service provider will provide the licensed Application software with necessary functionality for generating MIS reports.
- Specific Campaign for Department: In this type of specific campaign or scheme of any government department, concern departmental official with domain expert is required for answering emergency and subject specific queries. The department official shall also share FAQ's and shall share knowledge regarding the scheme / campaign for better replies of call.

- Toll free line setup – The successful bidder shall be responsible to set up the **Existing Toll Free number** 1800 233 5500 at their location and co-ordinate with BSNL / other service provider for all the formalities, and ensure for uninterrupted & smooth functions / services.

3. Specifications

- 1 All agents shall be pre-screened and approved by Government / User departments.
- 2 All agents should have prior experience of **at least 1 year** of working as a Helpdesk agent and **must be proficient in Gujarati/Hindi** Languages. At least two agent must be proficient in English.
- 3 A supervisor should have prior experience of **at least 2 years in similar activity**.
- 4 The Helpdesk should maintain a level of quality standard, for every call and for different schemes / campaign which they are responsible.
- 5 The Helpdesk is being planned to be started with a **10 seats** and the successful bidder shall be able to scale-up the operations at a notice of 15 days.
- 6 The Successful Bidder shall ensure and enter into specific agreement related to complete security of information, database and the behavior of its employees while answering the calls and the report shall be submitted to GoG as and when required.
- 7 The Contract Period is of 1 year initially and shall be extended based on performance and as per the requirements.

All supporting documents are to be uploaded in our n-procure website <https://gil.nprocure.com>.

4. Training:

4.1 By Selected Bidder

The selected bidder shall train the agents for operating Centralized Call Center, which shall cover following topics:

- Role as Voice Agent
- Professional Customer Relationship & Customer Care
- Correct pronunciation (English, Hindi & Gujarati) and accent
- Using phrases properly
- Call handling and Dispositions
- Reporting
- Quality Assurance / Monitoring
- Handling Objections
- Demographic Overview
- Complaint Procedures and call forwarding to the right agent

4.2 By Government / user departments

- Government / user departments will coordinate training of agents in respective area & providing subject/domain experts.
- Overview of various areas (Education, Health, Career Guidance & Grievances) pertaining to which the calls will be answered.
- FAQ's, policy related matters and knowledge regarding specific scheme / campaign shall be shared by User department

5. Successful Agent Profile

5.1 Educational Qualification: An agent should be a graduate person from any recognized university and shall have relevant experience of 1 year.

6. Successful Supervisor Profile

6.1 Educational Qualification: A Supervisor should be a graduate person from any recognized university and shall have relevant experience of 2 year.

7. Quality Assurance

7.1 Call Recording and Monitoring

- All calls received by the agents shall be recorded using the "state of the art technology", enabling electronic transfer of the recorded calls (*.wav files) to Client via email within 24 hours upon request. These same recorded calls will also be sent to Client on DVD as and when required. Such calls will also be used for agent training & coaching for which supervisor will listen to calls for improving the performance of agents.

7.2 Call Verification

- Calls shall be verified by asking security question to Client [for specific schemes].
- Calls shall be made available for the User / Government department staff to check them at all times.

8. Details of Hardware & Software (minimum requirements)

- Work Stations:- 10 nos
- Servers:- 2 nos.
- Firewall server:- 01 nos
- EPABX:- 1 nos
- Phone & Head sets:- 6 nos.
- Router:- 1 nos
- Switch:- 1 nos.
- Voice & Data cabling as per requirement
- Laser Printer:- 1 nos.

Above mention hardware specification minimum requirements and successful bidder may add other additional hardware to meet the service level requirements mentioned in the Penalty Clause and to meet other requirements of the bid.

Section -3 Instructions to Bidders

Gujarat Informatics Limited (herein after referred to as "GIL"), on behalf of Department of Science & Technology (DST), Govt. of Gujarat (GOG) (herein after referred to as the "Client") invites bids from capable service providers for setting up and operation of a domestic call centre as a helpdesk providing information related to multiple government schemes/social welfare activities/social campaigns

Gujarat Informatics Ltd (GIL) was established as the nodal agency for IT Development in the state since February 1999, by the Government of Gujarat. The company was started with a clear objective to promote IT and accelerate the process of e- Governance in the state. Along with the announcement of the IT policy, the Government has enabled GIL to effectively implement IT projects in the state.

Under the auspicious plan of e-governance of the State government, to help the citizens in getting the information related to multiple government schemes/social welfare activities/social campaigns with ease & comfort, this endeavor of starting helpdesk was conceived.

- Technical Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.
- In the event of the date specified for opening of bid being declared as a holiday, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened.

2 General Instruction

- All bids must be submitted online on <https://gil.nprocure.com> website.
- The bid is non-transferable.
- The Bid Processing fee and Earnest Money Deposit will be submitted physically in Gujarat Informatics Ltd within given time limit. Late submission will not be accepted.
- Technical bids should be opened of only those bidders who have submitted the EMD and Bid processing fee within the time limit given in **Section I**.
- The incomplete Bids will be rejected without giving any reason there of.
- All documents submitted in response to this Tender shall be signed by an authorized person. All papers shall be initialed by the said authority.
- Financial bids of only technically qualified bidders will be opened.
- The successful bidder is required to do all prior work of recruitment and training of agents, test dialing etc and start operation of call centre within **45 days'** time period from the date of award of contract.
- Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the GIL. GIL, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process
- Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- Consortium shall not be allowed throughout execution of work.

3 Amendment of Bidding Documents

- 3.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, may change their bid online through <https://gil.nprocure.com>.
- 3.2 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.

4 Bid Currency

- 4.1 Prices shall be quoted in Indian Rupees only.

5 Bid Security:

- 5.1 The bidder must submit the DD of **Rs. 5900/-** towards tender processing charges and **Rs. 2,00,000/-** towards Bid Security amount/E.M.D. in sealed cover within the given time limit. The sealed cover should be super scribed as **"Bid Processing fees & Bid Security/EMD" for the tender for domestic Inbound Call centre of Govt. of Gujarat**. Bid Processing fees & E.M.D. must be in the form of Demand Draft in the name of **"Gujarat Informatics Ltd."** payable at Ahmedabad /Gandhinagar along with the covering letter.
- 5.2 Any bid not containing Bid Processing fee and EMD as mentioned above will be rejected by GIL as non-responsive bid.
- 5.3 Unsuccessful bidder's E.M.D. will be discharged/ returned as promptly as possible, but not later than 15 days after the expiration of the period of bid validity as prescribed by GIL.
- 5.4 Successful bidder's EMD will be released after submission of Performance Bank Guarantee & signing the contract.
- 5.5 The bid security shall be forfeited:
 - If a Bidder withdraws its bid during the period of Bid validity;
 - Or in case of a successful Bidder, if the Bidder fails:
 - i. To sign the Contract in stipulated time, or
 - ii. To furnish the performance security within 15 days of Letter of Intent
 - iii. The bidder is found to be involved in fraudulent practices
- 5.6 In the event of forfeiture of the security the bidder shall furnish a fresh security amount to Client, within 15 days of the forfeiture order, if it wishes to make further bid/s

6 Bid Validity:

- 6.1 Bids shall be valid till 180 days from the date of bid opening. A Bid valid for a shorter period shall be rejected by Client as non-responsive. In exceptional circumstances, GIL may solicit the 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 period shall also be suitably extended. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
- 6.2 Successful bidder has to submit Performance **Bank Guarantee of 10% of the final annual contract value within 15 days from the date of issue of Work Order** for the duration of contract period from any nationalized/scheduled bank having branch at Ahmedabad/ Gandhinagar. (The draft is attached herewith).
- 6.3 Successful bidders will have to sign the contract upon receiving the Letter of Intent with the purchaser(s) within 15 working days from the date of confirmed Letter of Intent. (The draft is attached herewith)
- 6.4 The rates quote shall be exclusive of all duties, service tax etc. as applicable & must be mentioned separately. The prices shall strictly be submitted in the given format.
- 6.5 Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process. In the absence of the bidder(s), the tender committee may choose to open the bids as per the prescribed schedule.

- 6.6 The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL officer(s) at their discretion, may consider appropriate, will be announced at the opening.

7 Clarification of Bids

- 7.1 During evaluation of bids, GIL may, at its discretion, ask the Bidder for a clarification of its bid. GIL may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

8 Evaluation and comparison of Bids

- 8.1 For technical evaluation and comparison of the bids, all the bids will be evaluated against the eligibility criteria [Section 1] mentioned in this document. Client may scrutinize techno-commercial offers and evaluate capability of vendors through presentations, demonstration, documents. etc if required.
- 8.2 Financial bids of only those bidders will be opened, who will successfully qualify in Eligibility criteria.
- 8.3 Government / User Department [Client] may visit the location of the bidder for verification if required and bidder must co-ordinate and cooperates during such visit.
- 8.4 L1 will be selected based on the lowest rate quoted by the bidder as per financial bid. [For charges per call center agent per shift of 8 hours]

9 Award Criteria

- 9.1 Client will award the contract to the successful bidder decided as per the evaluation procedure mentioned above.
- 9.2 Successful bidder would be called for negotiation with client. However Client also reserves the right to negotiate with other bidders and award contract to any other bidder in case of failure of signing of contract with successful bidder due to whatsoever reason.
- 1.1 If the lowest evaluated bidder fails to sign the contract or fails to submit the Performance security within stipulated time or fails in any other obligations mentioned herein, Client may forfeit the EMD of lowest bidder and may award the work to L2 bidder.

10 Signing of Contract

- 10.1 At the same time as concerned Client notifies the successful Bidder that its bid has been accepted, Client will send the bidder the Contract Form, incorporating all the agreements between two parties.
- 10.2 Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to Client. Initially, the contract will be signed for one year and based on performance the same can be extended for further period of one year by Client.

11 Corrupt or Fraudulent Practices.

- 11.1 Client requires that the bidders under this tender observe the highest standards of ethics during the processing and execution of such contracts. In pursuance of this policy, Client defines for the purposes of this provision, the terms set forth as follows:
- 11.1.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the tender process or in contract execution; and
- 11.1.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a tender process or a execution of a contract to the detriment of Client, and includes collusive practice among bidders (prior to or after bid submission)

- designed to establish bid prices at artificial non-competitive levels and to deprive Client of the benefits of the free and open competition;
- 11.2 Client shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices. Client may also consider black listing and/or debaring for further participation in any tender process of Govt. of Gujarat.
- 11.3 Client shall declare a firm ineligible, and black listed either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

GENERAL CONDITIONS OF CONTRACT (GCC)

1 Use of Contract Documents and Information

- 1.1 The service provider shall not, without CLIENT's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished for operations of call center or for the knowledge of agents in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 1.2 Any document, other than the Contract itself, given to the service provider shall remain the property of Client and shall be returned (in all copies) to Client on completion of the service provider's performance under the Contract if so required by Client.

2 Performance Security

- 2.1 Within 15 days of receipt of the notification of contract award, the Service provider shall furnish performance security to Client for an amount of 10 % of the contract value, valid up to 1 year starting from the date of starting of full-fledged call center operations.
- 2.2 The proceeds of the performance security shall be payable to Client as compensation for any loss resulting from the service provider's failure to complete its obligations under the Contract.
- 2.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
A Bank guarantee, issued by a Public Sector Bank or Nationalized Banks located in India to Client, in the form provided in the bidding documents or another form acceptable to the Client.
- 2.4 The Performance Security will be discharged by Client and returned to the service provider on completion of the service and on the basis of service provider's performance obligations under the contract.
- 2.5 In the event of any contract amendment, the service provider shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.

3 Payment

- 3.1 The payment will be made on monthly basis based on the agents worked during the period. Monthly Payments will be made on submission of Bill on the basis of log sheet certified for working hours, no. of seats operated etc. by GIL/any third party appointed by Client

4 Termination for Default

- 4.1 Client may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:

- 4.1.1. if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract,
 - 4.1.2. If the service provider, in the judgment of Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- For the purpose of this Clause:
- 4.1.3. "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the tender process or in contract execution.
 - 4.1.4. "Fraudulent practice: a misrepresentation of facts in order to influence a tender process or the execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Client of the benefits of free and open competition;"
 - 4.1.5. If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.
- 4.2 In the event Client terminates the contract, Client may go for other service provider, upon such terms and in such manner as it deems appropriate, service provider shall be liable to Client for any excess costs for such similar Services. However, the service provider shall continue the performance of the Contract to the extent not terminated.

5 Penalty Clause

- 5.1 Performance Bank guarantee will be en-cashed for unsatisfactory service to CLIENT after allowing reasonable chance to set right the service deficiencies to the full satisfaction of Client. Performance Security can be forfeited / en-cashed to set off claim of CLIENT for penalty.
- 5.2 The delay in supply of additional position/operator / supervision or falling short of agreed positions, a penalty of Rs. 10,000 per day per manpower will be levied from the date mentioned.
- 5.3 In case the infrastructure is not installed within 45 (forty five) days from the date mentioned in the confirmed work order, penalty shall be imposed at the rate of Rs. 10,000 per day per manpower. Absenteeism of manpower will also be penalized at Rs. 10,000 per day per manpower.
- 5.4 In the event of equipment/system failure, the Service Provider shall make alternate arrangement at their own cost and ensure that the call center runs interruptedly and smoothly. During the period of failure and making arrangement of alternate Call Center, the service provider shall make suitable arrangement as agreed by the Client. If the call center goes down because of reasons other than those envisaged in Force Majeure clause, for every hour of nonfunctioning, one day's charges for maximum agent requirements in the last six months shall be deducted from the Service Provider's claim. If the Call Center remains down for 12 hours then no payment shall be made to Service Provider for services during that month.
- 5.5 The Service Provider shall maintain full confidentiality of the data supplied while answering CLIENT customer queries/complaints. Under no circumstances the Service Provider shall divulge/reveal/share such data for the purpose other than for meeting CLIENT Customers' requirement. Any violation of this confidentiality clause may result in instant termination of the contract and Service Provider shall pay liquidated damage of Rs. 10, 00,000/- (Rupees Ten Lacs) to CLIENT and CLIENT shall reserve the right to blacklist the Service Provider on all Gujarat bases. The decision of CLIENT shall be final in this regard and binding on the Service Provider.
- 5.6 CLIENT may decide and impose any other penalty on Service Provider in case of nonperformance of any other Clause of agreement.

6 Force Majeure:

- 6.1 Notwithstanding the provisions of Termination of Default and Penalty clauses, the service provider shall not be liable for forfeiture of its performance security, penalty or

termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an even of Force Majeure.

- 6.2 Force Majeure Shall mean and be limited to the following:
 - 6.2.1. War / hostilities
 - 6.2.2. Riot or Civil commotion
 - 6.2.3. Earthquake, flood, tempest, lightening or other natural disaster.
 - 6.2.4. Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the service provider.
- 6.3 The service provider shall advise CLIENT by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, Client reserves the right to cancel the order.
- 6.4 Completion period may be extended to circumstances relating to Force Majeure by the Client. Bidder shall not claim any further extension for completion of work. Client shall not be liable to pay extra costs under any conditions.
- 6.5 The bidder shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the BIDDER without being subject to price reduction for delayed delivered, as stated elsewhere.
- 6.6 It will be prerogative of Client to take the decision on force Majeure conditions and Client decision will be binding to the bidder.

7 Termination for Insolvency

- 7.1 Client may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Client.

Section-4 Technical Specifications

ANNEXURE A: TECHNICAL BID

4.1 COMPANY PROFILE

(Fill up the details in the format mentioned in our e-Tendering website <https://gil.nprocure.com>)

1	Name of the Firm	
2	Year of Established	
3	Address of Office	
4	Telephone No.	
5	Fax No.	
6	E-mail Address	
7	Website	
8	Name of the affiliated Firms (if any)	
9	Name of Promoter	
10	Name of the Authorized Person/Contract person for this tender	
11	Various Certifications (ISO Certification / DOT Registered) Pls. attach copy of all certifications	
12	Compliance of Scope of Work	

4.2 PROPOSED METHODOLOGY

Bidder need to mention their methodology with respect to bid specifications & bid requirements. Bidder may mention the make and model of the hardware to be used by them for the GoG Call Center operations and also the details of the call center application software. (Attached documents for the following details in our e-Tendering website <https://gil.nprocure.com>)

ANNEXURE B: FINANCIAL BID

The bidder must quote as mentioned below for the agents on per seat basis:

Sr. No.	ITEM	Rate in Rs.	Taxes	Total price
01	Charges per Call Centre agent per shift of 8 hours*			
02	Administrative charges per shift (to run the services-as per the scope of work)			

*Shift1: 06:00 a.m. to 02:00 p.m.

Shift2: 02:00 p.m. to 10:00 p.m.

Shift3: 10:00 p.m. to 06:00 a.m.

Only without tax values will be considered for financial evaluation.

Section-5
ANNEXURE C:

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: _____ Bank Guarantee No. _____
Date: _____

To,
DGM (Technical)
Gujarat Informatics Limited
8th Floor, Block -1, Udyog Bhavan,
Sector - 11, Gandhinagar - 382017
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the **Tender no: SW09052015031** for Purchase of Call center services on behalf of Department of Science & Technology, Gandhinagar KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the _____ (hereinafter called" date of validity of BG"), to Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- ----2018.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser
or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that **if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.**

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2018.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks

Approved Bank: Any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad / Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

ANNEXURE D: CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, 20 ____ Between _____ (*Name of purchaser*) of _____ (*Country of Purchaser*) hereinafter "the Purchaser" of the one part and _____ (*Name of Supplier*) of _____ (*City and Country of Supplier*) hereinafter called "the Supplier" of the other part :

WHEREAS the Purchaser is desirous that services viz., _____ (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ (*Contract Price in Words and Figures*) hereinafter called "the Contract Price in Words and Figures" hereinafter called "the Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
 - 2.2 All Terms & Conditions of Tender No. GIL/Call Center/0708
 - 2.3 the Purchaser's Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure :

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
Said _____ (For the Purchaser)

in the presence of _____

Signed, Sealed and Delivered by the
said _____ (For the Supplier)

in the presence of _____

ANNEXURE E: NON-DISCLOSURE AGREEMENT

AGREEMENT, made effective this
day of, XXXXXXXX between Gujarat Informatics Ltd/ Govt. of Gujarat (hereinafter "CLIENT")
and _____

(hereinafter "THE SERVICE PROVIDER").

With respect to CONFIDENTIAL INFORMATION furnished by the parties to each other, the parties agree as follows:

1. That CONFIDENTIAL INFORMATION is received by each party for purposes of establishing domestic inbound call centre as help desk providing information related to Govt. affairs & carrying on its activities. CONFIDENTIAL INFORMATION is defined as meaning information of Client or THE SERVICE PROVIDER identified as or relating to its activities, data made available or accessible, data generated during operations, business strategies, business arrangements, computer and network operations, functions and systems architecture which may be disclosed in oral, written, graphic, machine-recognizable, and/or sample form, which is exchanged between the parties and which is clearly designated, labeled, or marked as confidential and/or proprietary or its equivalent. The disclosing party will confirm CONFIDENTIAL INFORMATION, which is disclosed orally, in writing within thirty (30) days after such oral disclosure. Each party shall limit dissemination of CONFIDENTIAL INFORMATION to only those Client or THE SERVICE PROVIDER employees and consultants, demonstrating and requiring a need to know.
2. That for a period of three (3) years after the execution date of this Agreement, each party shall (1) restrict dissemination of CONFIDENTIAL INFORMATION to only those employees who must be directly involved in evaluation of the CONFIDENTIAL INFORMATION (2) use the same degree of care as for its own information of like importance and at least use reasonable care, in safeguarding against disclosure of CONFIDENTIAL INFORMATION.
3. That each party shall not copy, transmit or otherwise communicate the CONFIDENTIAL INFORMATION, in any form to anyone not having a need to know, without the prior written approval of the other party.
4. That each party will promptly return such CONFIDENTIAL INFORMATION at the request of the other or certify to the destruction of such CONFIDENTIAL INFORMATION.
5. The Service Provider shall maintain full confidentiality of the data obtained while answering queries/complaints of Client's customers. Under no circumstances the Service Provider shall divulge/reveal/share such data. Service provider shall execute appropriate confidentiality agreements with their employees to maintain confidentiality of such data. Such data collected, if any shall be the property of the client and shall be handed over to the client on expiry of the contract or when asked for during the currency of the contract. The facility should have appropriate electronic access control systems to ensure an only authorized personnel has access.
6. That nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly or implied, or otherwise for any patents,

copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this Agreement.

7. That during the term of this Agreement and notwithstanding the other provisions of this Agreement, nothing received by either party shall be construed as CONFIDENTIAL INFORMATION which is now available or becomes available to the public without breach of this Agreement, is released in writing by the disclosing party, is lawfully obtained from a third party or parties, is known to receiving party prior to such disclosure, or is at any time developed by receiving party independently of any such disclosure or disclosures from the disclosing party, is disclosed pursuant to the lawful requirement or request of a Governmental Agency or disclosure is permitted by operation of law, provided that the party making the disclosure has given prior notice to the other party and has made a reasonable attempt to obtain a protective order limiting disclosure and use of the information so disclosed.
8. A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.
9. This Agreement shall be governed by and construed in accordance with the laws of India.
10. It is understood that this Agreement does not obligate either of the Parties to enter into further or continued discussions and assumes no commitment, financial or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and to become effective as of the date first written above.

AGREED:

Gujarat Informatics Ltd ,Govt. of Gujarat

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____

ANNEXURE F: SELF-DECLARATION

The

-----,
Sir/Madam,

Having examined the Bidding Documents including Bid No.: ----- the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for -----

We undertake, if our bid is accepted, to provide services, in accordance with the terms and conditions in the Tender document.

If our bid is accepted we will obtain the guarantee of a bank for a sum equivalent to 10% of the Contract value, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 180 days after the date fixed for opening of Price Bid section under the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.

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 between us. We understand 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 Gujarat namely Prevention of Corruption Act 1988.

We understand that you are not bound to accept the lowest or any bid you may receive.

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any Govt. Department or its PSU in Gujarat Government in the past 5 years, ending on 31st December 2012. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

We have not been convicted for any criminal cases(s) by any Govt. Department or its PSU in Gujarat regarding any supply and contracts with our firm/company.

We have not breached/violated any contractual conditions so far to any Govt. Department or its PSU in Gujarat.

In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract

Dated this _____ day of _____ 2018

Signature: _____

(in the Capacity of) : _____

Duly authorized to sign bid for and on behalf of _____