

**RFP for Selection of an agency for Centralized
Helpdesk for the Department of Science &
Technology.**



Issued by:



(A Government of Gujarat Company)

GUJARAT INFORMATICS LIMITED

Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar 382010.

DISCLAIMER :

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Department of Science & Technology (DST), Government of Gujarat or any of their employees or consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in eliciting their financial offers (the "Proposal") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the TENDERER, in relation to the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the TENDERER, its employees or Consultants to consider the investment objectives, financial situation and particular need of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own surveys and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources before filling up the RFP. Any deviation in the specification or proposed solutions will be deemed as incapability of the respective Agency and shall not be considered for final evaluation process.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The TENDERER accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

TENDERER- its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness, delay or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding process.

SECTION 1

KEY INFORMATION

&

INSTRUCTION

SECTION 1

1.1 Information Regarding RFP

Proposal in the form of BID is requested for the item(s) in complete accordance with the documents/attachments as per following guidelines.

- i. Bidder shall upload their bids on <https://gem.gov.in/>
- DST/GIL intends to select the firm by inviting the proposals through Open Tender Process. Bidder shall upload their bids <https://gem.gov.in/>
 - Bids complete in all respects should be uploaded on or before the BID DUE DATE.
 - Services offered should be strictly as per requirements mentioned in this Bid document.
 - 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, DST/GIL reserves the right to ask for a revised financial offer.
 - Any subsequent corrigenda / clarifications will be made available on <https://gem.gov.in/> or <https://gil.gujarat.gov.in/>
 - **In addition to this RFP, the following sections attached are part of Bid Documents.**

Section – 1	KEY INFORMATION & INSTRUCTION
Section – 2	ELIGIBILITY CRITERIA
Section – 3	SCOPE OF WORK
Section – 4	TECHNICAL REQUIREMENTS
Section – 5	FINANCIAL BID
Section – 6	INSTRUCTIONS TO THE BIDDERS, PENALTIES, AND PAYMENT
Section – 7	ANNEXURE

Instruction to the bidders for online bid submission:

- Tender documents are available only in electronic format which Bidders can download free of cost from the website <https://gil.gujarat.gov.in/> and <https://gem.gov.in/>
- The bids have been invited through e-tendering on the website <https://gem.gov.in/>
- Bidders who wish to participate in this bid will have to register on <https://gem.gov.in/>

NOTE: Please address all correspondence to:

Gujarat Informatics Limited,

Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar 382 010.

Phone No.: 079 - 232 52026

E-mail: dgmtech-gil@gujarat.gov.in;

srmgr1-gswan@gujarat.gov.in

DEFINITIONS

In this document, the following terms shall have following respective meanings:

1. **“Acceptance Test Document”** means a document, which defines procedures for testing the deliverables against requirements laid down in the Agreement.
2. **“Agreement”** means the Service Level Agreement to be signed between the successful bidder and DST/GIL including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
3. **“Authorized Representative/ Agency”** shall mean any person/ agency authorized by either of the parties.
4. **“Bidder”** means any agency providing similar solutions as per the scope of work of RFP. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom DST/GIL signs the Service Level Agreement.
5. **“Contract”** is used synonymously with Agreement.
6. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
7. **“Default Notice”** means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
8. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract 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 DST/GIL of the benefits of free and open competition.
9. **“Good Industry Practice”** means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
10. **“Law”** shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.
11. **“Request for Proposal”** means the detailed notification seeking a set of solutions(s), services(s), materials and/or any combination of them.
12. **“Requirements”** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement.
13. **“Service”** means provision of Contracted services for DST, DST/GIL.
14. **“Termination Notice”** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.

15. **“Incident”** refers to any event / abnormalities in the functioning of the IP Telephony Network services that may lead to disruption in normal operations of the IP Telephony based services.
16. **“Scheduled operation time”** means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications hosted on cloud will be 24x7x365.

1.2 Abbreviations:

Abbreviation	Description
GoI	Government of India
GoG	Government of Gujarat
DST	Department of Science & Technology, Government of Gujarat
GIL	Gujarat Informatics Limited
GSWAN	Gujarat State Wide Area Network
GSDC	Gujarat State Data Center
SICN	Sachivalaya Integrated Communication Network (SICN)
BoQ	Bill of Quantity
EMD	Earnest Money Deposit
LoI	Letter of Intent
LoA	Letter of Award
O&M	Operations and Maintenance
PBG	Performance Bank Guarantee
PoE	Power Over Ethernet
SI	System Integrator

Section – 2

Eligibility Criteria

Section – 2 Eligibility Criteria

- 2.1 The bidder should have a prior experience of minimum 3 years (as on 31st March, 2023) of successfully running a Domestic/International Inbound Call Centre/Help Desk or providing manpower services to Domestic/International Inbound Call Centre/Help Desk. The bidder must have to submit the work order / agreement / client certification for the same.
- 2.2 The bidder must have average annual turnover of Rs. 50 lacs in last three preceding financial years ending on 31st March 2023 from running a Domestic/International Inbound Call Centre/Help Desk or providing manpower services to Domestic/International Inbound Call Centre/Help Desk. The bidder must attach audited accounts/CA certification of last three years as supporting documents.
- 2.3 The bidder must have experience of working with minimum of eight clients. With experience of running Domestic/International Inbound Call Centre/Help Desk or providing manpower services to Domestic/International Inbound Call Centre/Help Desk. (The copies of project completion certificate/Undertaking on bidder's Letter Head /work order/ must be submitted for the same).
- 2.4 The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of it's PSU in the State of Gujarat or any other State Government in India or Central Government. Undertaking on letter head to be submitted.
- 2.5 **Details of 'Experience In Call Centre Operations '**

Fill up the details in the format mentioned and submit to GIL or GeM portal.

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)	Date of Work Order / Agreement / other supporting documents	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 3

SCOPE OF WORK

Section – 3: Scope of Work

Background:

Gujarat Informatics Ltd. on behalf of Dept. of Science & Technology, Govt. of Gujarat invites Gem bids from eligible bidders for Selection of an agency for call taking agent in Centralized helpdesk for Department of Science & Technology.

Government of Gujarat (GoG) has established IP based State Wide Area Network (GSWAN) to improve its administrative efficiency. This Wide Area Network is the backbone network for data, video and voice communications throughout the State, for the Government operations. GSWAN has modernized the communication setup for Intra-Government and Government-Citizen services. All Government communication and IT infrastructure is linked to GSWAN.

GSWAN started functioning in 2001, ever since, many GoG departments have progressively rolled out their applications which have been riding on existing GSWAN, which had also been expanded to cater to all these requirements. Till date, more than 6000 GoG offices at DC and TC locations have been connected to GSWAN. In addition, many Departments are seeking for additional larger bandwidths to run their current and future applications such as ATVT, eGujCop, HRMS, TPDS, etc.

The helpdesk will be providing information and logging their complaints/ issues pertaining to GSWAN, GSCAN, GSVAN, GSDC and any other projects of DST. However, bidder shall be capable to run the call centre on 24X7 (3 Shifts), as and when required by Government of Gujarat. The details of the shifts & the requirement of the agents shall be communicated to the selected bidder.

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

- Centralized helpdesk management and operations capability
- Central infrastructure to be maintained for central repository of information / data
- Trustworthy environment, where citizens can conduct secure interaction in confidence.
- To be maintained 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.

3.1 ROLES AND RESPONSIBILITIES:

3.1.1 Responsibilities of DST / GoG

- DST / or its designated agency will provide training and information about deployed tools as well as installed systems and shall provide FAQ's.
- DST/GIL shall provide the seating arrangement along with entire set up with required desktop systems, tools & telephone lines for receiving as well as logging calls / complaints, etc.
- For servicing the GSWAN users, DST through O & M operator of GSWAN & GSDC shall implement centralized Helpdesk System with IVR (Interactive Voice Response), E-mail, SMS and Call-tracking mechanism. The Helpdesk shall allow the users to log queries / complaints on a centralized phone number, which shall be resolved as per the Service Level requirements. The helpdesk queries / complaints related to connectivity, security, configuration or any other issues shall be handled by the Helpdesk. Daily report of calls logged and resolved will be generated and submitted to GoG by O & M operator. O & M operator of GSWAN & GSDC appointed by DST will provide required hardware, Helpdesk Software and licenses to setup this Helpdesk. The Helpdesk software supplied will be able to take care of classification, automatic escalation, management, status tracking and reporting of incidents as expected by the service level requirements. Status tracking will be available to the end users through the centralized Help Desk number as well as online through software. Helpdesk software will also give a report on status of calls and violation of SLAs during disposal of such calls. O & M operator of GSWAN & GSDC appointed by DST will provide training to the Call Centre Agents to use the Helpdesk Software. O & M operator of GSWAN & GSDC appointed by DST will also deploy one resource to coordinate with the Helpdesk team to assign priorities to tickets generated.
- O & M operator shall provide training to selected bidder for categorization & prioritization of calls received from users of GSWAN & GSDC.

3.1.2 Successful Bidder's responsibilities:

- Successful bidder shall deploy a minimum team of 11 agents along with a supervisor with the minimum required qualification & skill-set.
- The deployed manpower will be responsible for attending to user calls, logging complaints, assigning complaints to various vendors, closing complaints, and obtaining user confirmation/feedback.
- Successful bidder shall use premises allotted by DST, GoG or extend his existing call centre facility as per the requirement.
- Successful bidder shall recruit, supervise, provide training (language and soft skills), and, maintain the required number of staff members in order to run the helpdesk in full capacity at their own cost.
- 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 on GeM.
- All the expenditure pertaining to the man-power deployed for call center operations, maintenance 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 his manpower and will hold himself responsible for any misdemeanours.
- 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 agree 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 recruitment and training of agents, etc. in 30 days' time from the date of award of contract to them and should start operations within this period. Further, if required, successful bidder will have to deploy additional resources within a period of 15 days from the date of receipt of request of DST, GoG.
- Successful bidder will be responsible for Program Management activities like coordinating with all the stakeholders i.e. O & M agency of GSWAN & GSDC, Third Party Auditor (TPA) appointed by DST & other vendors for smooth running of the operations. TPA appointed by DST/GIL shall monitor the reports generated from helpdesk & ensure the resolution of the issues.
- Bidder is required to quote the rate for agent per shift per month and including the cost of one supervisor. Based on the requirement, the details of the shifts & the requirement of the number of helpdesk agents per shift shall be communicated to the selected bidder. The number of Helpdesk agents shall increase or decrease depending upon the call flow & the requirement of Department of Science & Technology. The payment shall be made on actual number of helpdesk agents.

3.1.3 Training: By Selected Bidder

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

- a. Role as Voice Agent
- b. Professional Customer Relationship & Customer Care
- c. Correct pronunciation (English, Hindi & Gujarati) and accent
- d. Using phrases properly
- e. Call handling and Dispositions
- f. Reporting
- g. Quality Assurance / Monitoring
- h. Handling Objections
- i. Demographic Overview
- j. Complaint Procedures and call forwarding to the right agent

3.1.4 Qualifications & skills of required resources:

Helpdesk Agents – 10 Nos (we may request for additional manpower if required on finalize rate)

- a. Graduate with minimum 50 % of Marks
- b. Minimum experience of at least 2 years with Call Center, Data entry agent or IT Infra Support and must be proficient in Gujarati, Hindi and English Languages.
- c. Good verbal/written communication skills.
- d. Able to multi-task
- e. Able to interpret needs and articulate best responses
- f. Able to deliver good rebuttals
- g. Proficient in technical support.
- h. Good command of grammar and spelling.
- i. Must have the ability to communicate clearly with clients at varying levels, conceptually and tactically.
- j. Should be open to work in 24 by 7 environments.
- k. Experience in Networking security and technology.
- l. Knowledge and experience in CRM or Ticket Management System.

3.1.5 Supervisor-1 ((we may request for additional manpower if required on finalize rate)

- a. Graduation/post-graduation with minimum 60 % of Marks BCA/MCA/BE /MBA/ PMP certified
- b. Minimum experience of at least 3 years post-Graduation (with 60%/ post-graduation (with 60%) with similar kind of work i.e Call Centre, Data entry agent or IT Infra support agent and must be proficient in Gujarati, Hindi and English Languages. Should have at least 2 years of experience in leading a team of call centre agents.
- c. Good verbal/written communication skills.
- d. Able to multi-task
- e. Able to interpret needs and articulate best responses
- f. Able to deliver good rebuttals
- g. Proficient in technical support.
- h. Good command of grammar and spelling.
- i. Must have the ability to communicate clearly with clients/ stakeholders at varying levels, conceptually and tactically.
- j. Should be open to work in 24 by 7 environments.
- k. Experience in Networking/ Information security/ Information technology will be preferred.

Above mention qualifications & skill sets are minimum requirements and successful bidder may propose better resources to meet the service level requirements mentioned in the Penalty Clause and to meet other requirements of the bid.

Section-4

Technical requirements

Section-4 Technical requirements

ANNEXURE A: TECHNICAL BID

4.1 COMPANY PROFILE

(Fill up the details in the format mentioned below Need to Submit at GIL

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	
12	Compliance of Scope of Work	

4.2 PROPOSED METHODOLOGY

Bidder need to mention their methodology with respect to bid specifications & bid requirements.

Section-5
FINANCIAL BID

Section-5 FINANCIAL BID

ANNEXURE B: FINANCIAL BID

The bidder must quote the rate as mentioned below:

Sr. No.	Particulars	Quantity	Price for 36 months in Rs. Including Tax
A	Call Taking Agent per Shift(8hrs), Monthly Charge (including Tax) For GSWAN services	08	
B	Call Taking Agent per Shift(8hrs), Monthly Charge (including Tax) For GSDC services	02	
C	Supervisor per shift (8hrs) Monthly Charge (including Tax)	01	
D	Total Cost (including Tax)		

Note:

1. Total Cost "D" *Should be mention in GeM as final price of project for 3 years and considered for financial evaluation for discovering of L1.
2. GIL/DST may deploy the agent in shift as per requirement. (etc. 6*Gen+1*Night+1*Eve+ 3*Including Supervisor for Complaint resolving Activity)
3. Payment will be made on actual number of agents deployed after deduction of applicable penalty.
4. No. of Manpower against GSWAN & GSDC services is indicative only & will vary based on actual work requirement. Further the manpower may be used for any project of DST.

Section -6

Instructions to the Bidders, penalties, and Payment

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 RFP for Selection of an agency for call taking agent in Centralized helpdesk for Department of Science & Technology and various other Government offices.

1. General Instruction

- All bids must be submitted online on [https:// gem.gov.in](https://gem.gov.in) website.
- The bid is non-transferable.
- The Earnest Money Deposit will be submitted physically/online in Gujarat Informatics Ltd within given time limit. Late submission will not be accepted.
- Bids should be opened of only those bidders who have submitted the EMD and within the time limit as per GeM.
- The incomplete Bids will be rejected without giving any reason thereof.
- All documents submitted in response to this Tender shall be signed by an authorized person. All papers shall be initiated by the said authority.
- Financial bids of only qualified bidders will be opened.
- The successful bidder is required to do all prior work of recruitment and training of agents, etc and deploy resources within **30 days'** time period from the date of award of contract. Further, if required, successful bidder will have to deploy additional resources within a period of 15 days from the date of receipt of request of DST, GoG.
- 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.

- Pre-bid meeting will be held at GIL as mentioned in the bid. Bidders can seek clarifications on or before 2 days prior to Pre-Bid meeting date to Dy. General Manager (Technical). GIL will clarify and issue amendments if any to all the bidders in the pre-bid meeting. No further clarification what so ever will be entertained after the pre-bid meeting date.

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:// gem.gov.in](https://gem.gov.in).
- 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 **Rs. 1,40,000/-** towards Bid Security amount/E.M.D. in sealed cover within the given time limit. The sealed cover should be super scribed as “ **Bid Security/EMD” for the RFP for Selection of an agency for call taking agent in Centralized helpdesk for Department of Science & Technology and various other Government offices**”. E.M.D. must be in the form of Demand Draft in the name of “**Gujarat Informatics Ltd.**” payable at Gandhinagar along with the covering letter **OR** in the form of an unconditional Bank Guarantee/ RTGS.
- 5.2 EMD as mentioned above, shall be submitted in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee (which should be valid for 6 months from the last date of bid submission) of 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. FD/MSM/e-file/4/2023/0057/DMO dated 21.04.2023 issued by Finance Department or further instruction issued by Finance department time to time; in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar (as per prescribed format given at Annexure A) and must be submitted along with the covering letter.
 - 5.2.1. Please affix the stamp of your company on the overleaf of demand draft.
- 5.3 Any bid not containing EMD as mentioned above will be rejected by GIL as non-responsive bid.
- 5.4 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.
- 5.5 Successful bidder's EMD will be released after submission of Performance Bank Guarantee & signing the contract.
- 5.6 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

5.7 In the event of forfeiture of the bid 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

Performance Bank Guarantee:

The contract Performance guarantee has to be submitted within (15) fifteen working days of receipt of award. The Performance Bank guarantee shall be equal to 10% of the contract value valid for duration of 180 days beyond the expiry of contract.

Note for all section: In case of any conditions/clause specified in RFP is contradicted by conditions/clause stipulated in GeM, then RFP shall override the clauses/conditions mentioned on GeM. For any clarification in details, kindly follow the RFP.

1 Payment

- 1.1 The payment will be made on quarterly basis based on the agents worked during the period, after completion of every quarter.
- 1.2 Payment will be made on actual number of agents deployed and after deduction of applicable penalty based on Attendance record & MIS call reports.

2 Termination for Default

- 2.1 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:
 - 2.1.1. if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract,
 - 2.1.2. 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:
 - 2.1.3. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tender process or in contract execution.
 - 2.1.4. "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;"
 - 2.1.5. If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.
- 2.2 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.

3 Penalty Clause

- 3.1 Successful bidder has to ensure the availability of the required resources with specified qualification for uninterrupted helpdesk services. In case of absence of any resource, successful bidder shall arrange an equivalent or higher replacement with immediate effect to ensure uninterrupted services. In case the successful bidder fails to provide resource / replacement for the absent agent, then a penalty of Rs. 500 per resource per day will be levied & shall be deducted from Quarterly payment.

- 3.2 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.
- 3.3 The successful bidder will have to complete the one time takeover activity of the existing Helpdesk within 30 days from the date of issuance of official order/ communication from GIL/DST. In case of delay a penalty of Rs. 1000 per day per resource will be levied. In case of delay beyond 45 days GIL/DST may at its discretion may terminate the contract and forfeit the performance bank guarantee.
- 3.4 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.
- 3.5 The above mentioned penalties shall be limited to an upper ceiling of 10 % of the Quarterly payment.

4 Force Majeure:

- 4.1 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.
- 4.2 Force Majeure Shall mean and be limited to the following:
 - 4.2.1. War / hostilities
 - 4.2.2. Riot or Civil commotion
 - 4.2.3. Pandemic announced by GoG/Gol.
 - 4.2.4. Earthquake, flood, tempest, lightening or other natural disaster.
 - 4.2.5. Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the service provider.
- 4.3 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.
- 4.4 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.
- 4.5 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.

- 4.6 It will be prerogative of Client to take the decision on force Majeure conditions and Client decision will be binding to the bidder.

5 Termination for Insolvency

- 5.1 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-7
ANNEXURE

Section-7 ANNEXURE

ANNEXURE C:

Format of Earnest Money Deposit in the form of Bank Guarantee in Rs.300 Stamp paper (Consider Only if Not available on GeM)

Ref: Bank Guarantee No.
Date:

To,
DGM (Technical)
Gujarat Informatics Limited
Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan,
Sector-10 A, Gandhinagar 382 010

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the for Bid for CAMC / Warranty extension support for Servers on behalf of Department of Science & Technology, Government of Gujarat KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the 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 ----- YYYY.

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 work order & acceptance thereof.
 - V. If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited.

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 / PURCHAER 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/PUCHASER 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 _____ YYYY.

Signed and delivered by

For & on Behalf of
Name of the Bank & Branch &
Its official Address

List of approved Banks:

All Nationalized Bank including the public sector bank or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2023/0057/DMO dated 21.04.2023 issued by Finance Department or further instruction issued by Finance department time to time.

Performa of

Performance Bank Guarantee (Consider only if Not available on GeM)

(To be stamped in accordance with Stamp Act) in Rs.300 Stamp paper

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s. having Principal Office at (Hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of _____ by issue of Purchase Order No..... Dated issued by <<GoG Department>> for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on

the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER 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/PUCHASER 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.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ YYYY.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &

Its official Address

List of approved Banks:

All Nationalized Bank including the public sector bank or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2023/0057/DMO dated 21.04.2023 issued by Finance Department or further instruction issued by Finance department time to time.