



Request for Proposal [RFP]

For selection of '**Call Center Operator**'

For

“Operation & Maintenance of Citizen Grievance Call Centre”

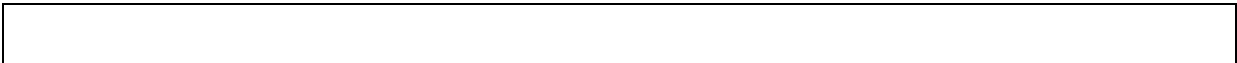
Reference number:

PSEGS/SM/GrievanceCell/2014/117

Punjab State e-Governance Society (PSeGS)
In O/o Department of Governance Reforms,
Government of Punjab
SCO 193-195, Sector 34-A, Chandigarh-160022

Table of Contents

1.0	DOCUMENT CONTROL SHEET	3
2.0	INVITATION FOR PROPOSALS	4
3.0	ELIGIBILITY CRITERIA/PREQUALIFICATION CRITERIA	5
4.0	INTRODUCTION	6
5.0	ROLES & RESPONSIBILITIES.....	6
5.1.	RESPONSIBILITIES OF SUCCESSFUL BIDDER.....	6
5.2.	PSEGS RESPONSIBILITIES.....	8
6	INSTRUCTIONS TO BIDDERS.....	8
7	EARNEST MONEY DEPOSIT & SECURITY DEPOSIT	10
8	GENERAL CONDITIONS OF CONTRACT (GCC)	11
9.9	LIABILITY	15
9.10	INDEMNIFY	15
9	TENURE OF THE CONTRACT	17
10	SCOPE OF WORK	18
10.1	OBJECTIVE OF THE PROJECT	18
10.2	BENEFITS OF THE SYSTEM	18
10.3	SCOPE.....	18
10.4	INFRASTRUTURE GUIDELIENS.....	20
10.5	TRAINING	20
10.6	OPERATOR/SUPERVISOR PROFILE	21
10.7	QUALITY ASSURANCE IN OPERATIONS	21
10.8	REPORTING	21
11	SELECTION CRITERIA.....	22



1.0 DOCUMENT CONTROL SHEET

S.No.	Particular	Details
1.	Document Reference Number	
2.	Start date of issue of RFP	24 th December 2014
3.	Last date & Time of issue of RFP	14 January 2015 till 2:30 PM
4	Last Date for submission of written Queries for clarifications	8 th January 2015 till 5:00 PM
5	Date & Time of Pre-Bid Meeting	6 th January 2015
6	Release of Response to Pre-bid Queries	"To be intimated later "
7	Last date and time for receipt of proposals	14 th January upto 3 P.M.
8	Date and time of opening of Pre-Qualification Bid	14 th January 3:30 P.M.
10.	Date of Presentation and Opening of Commercial bids	"To be intimated later"
11.	Address for pre-bid meeting & Opening of Proposals	Punjab State e-Governance Society O/o Department of Governance Reforms, SCO 193-195, Sector-34A, Chandigarh-160022
.12	Cost of RFP document	Rs. 5,000/- (Rs. Five Thousand Only) cash or DD
13	Earnest Money Deposit (EMD)	Rs. 50,000/- (Rs. Fifty Thousand only) in the form of DD
14.	Security Deposit (PBG)	10% of Contract value
15.	All requisite demand drafts/PBG/EMD payable at Chandigarh in favour of	Punjab State e-Governance Society
16.	Office Address (For RFP issuance, proposal submission and other relevant purposes)	Punjab State e-Governance Society O/o Department of Governance Reforms, SCO 193-195, Sector-34A, Chandigarh-160022
17.	Single Point of Contact from the Society regarding RFP	Mr. Kalwarn Singh, Assistant Manager (EG) Mobile : +91 9357242220 Email: kalwarn.singh@punjab.gov.in
18.	Website	www.dgrpunjab.gov.in

*This document is not transferable

2.0 INVITATION FOR PROPOSALS

2.1 PSeGS invites bids from eligible bidders for operation for a three digits short code Toll Free Citizen Grievance Call Centre as a helpdesk to guide/assist people w.r.t. issues/complaints relating to various departments of Government of Punjab.

2.2 This document is being provided to enable the bidders to know the tender conditions so as to guide them in filling up the technical bid and quoting rates for offering those services. The actual award of contract will follow the conditions as per this document.

2.3 Only bidders who meet the eligibility criteria specified in RFP will be considered during the evaluation.

2.4 The commercial bids will be opened in the presence of bidders' or their authorized representative (one person only) who choose to attend on the specified date and time.

2.5 Commercial bids of only those bidders will be examined who qualify on the basis of evaluation of pre-qualification bids.

2.6 In the event of the date specified for receipt and 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.

3.0 ELIGIBILITY CRITERIA/PREQUALIFICATION CRITERIA

Sr. No.	Particulars	Eligibility Criteria	Supporting documents
1.	RFP fee & EMD	RFP Fess & EMD	Demand drafts/ Receipt as per Document Control sheet
2.	Legal Entity	a. Bidder should be a registered entity either under Indian Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008 b. Registered with the Service Tax Authorities	a. Certificate of Incorporation b. Valid Registration Certificate
3.	Relevant Business Continuity	The Bidder should be an established Call Centre operator, in India or abroad and should have been in this business for a period exceeding three years as on last date of submission of bid.	Work orders or completion Certificate from client Certificate confirming year and Area of activity.
4.	Total Turnover	Bidder Should have total average annual sales Turnover of INR 0.5 crore in the last three (3) financial years as of 31st March 2014	Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA).
5.	Disclosers	The bidder to submit the undertaking that the he has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and is not blacklisted by any State Govt./ Central Govt./ PSU for any reason.	Self-Certified letter
6.	Past Relevant Experience	Bidder must have completed at least one project of 6 seater inbound call centre in last three years	Work completion certificate from client
7.	Manpower	The bidder must have 20 full time regular employees on bidder's rolls with minimum qualification of Bachelor's degree with at least 1 year relevant work experience in inbound call centre.	Self- certification from Bidder

4.0 INTRODUCTION

The Government of Punjab intends setting up an inbound Helpline for guiding and assisting the citizens. This call Centre will function from 8:00 AM to 8.00 PM from Monday to Saturday, for registering complains and assisting citizens by providing information relating to all the departments of Government of Punjab, on Toll- free helpline.

The services must be available in Punjabi, Hindi and English. The manpower appointed by the service provider must possess the minimum qualifications as specified in 11.7 of this document.

The selected bidder will have to start with minimum six (06) seat Call Centre. The financials (additional cost per seat for scaling-up) need to be mentioned.

5.0 ROLES & RESPONSIBILITIES

5.1. Responsibilities of Successful Bidder

- 5.1.1. Bring in Software specifically required for working of Helpline which includes the Scope of Work and also have the provision for up-gradation/addition as per direction/requirements given by PSeGS in future. The software so developed, will be property of PSeGS.
- 5.1.2. He will be responsible for rendering the services from the inbound call centre. All costs related to the manpower, telephone bills and necessary software and all other requirements necessary for the operation of this Call Centre will be borne by the bidder. The bidder will be solely responsible for obtaining all statutory approvals required for operating such a service. It may request PSeGS for assistance for such approvals if required. However PSeGS shall not be held liable for delays/refusals, if any.
- 5.1.3. He will engage adequate manpower to run the centre in full capacity. The department reserves the right to conduct inspection of any employee and Call Centre at any time.
- 5.1.4. He will appoint a person who will act as nodal official for coordinating with the department. The person identified must be available in the Call Centre, during office hours, and always available over phone at all times. This nodal official may also be available after office hours, if so required by the PSeGS in case of urgency.
- 5.1.5. He will be wholly responsible for ensuring compliance of all labour laws in true spirit.

- 5.1.6. The tele operators deployed by the bidder will also provide timely guidance/assistance response to each caller.
- 5.1.7. He will provide all call-logs, voice-logs, voice recordings and other necessary details as and when required by the PSeGS. It will also be submitted to PSEGS in weekly/ fortnightly/monthly/quarterly reports or as and when required by the PSEGS in the desired formats.
- 5.1.8. He will abide by the workplace safety measures prevalent in India and will need to upgrade their facility/service in case of changes in Rules prevalent in the State or Country. PSeGS will not be responsible for any accidents or loss of life caused by the bidder's negligence. The bidder will also have to pay for all indemnities arising from such incidents/accidents and will not hold PSeGS responsible or obligated.
- 5.1.9. He will be solely responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- 5.2.10 He is required to do all prior work of installing the required hardware & software (Licensed), recruitment and training of personnel within 15 days' time from the date of issue of work order and should start operations within this period.
- 5.2.11 He will be responsible for program management activities like coordinating with the Govt. Department/office for providing training to all concerned officials and seeking required information with the co-ordination of Project Co-ordinator.
- 5.2.12 He will ensure adequate training of the staff in organization behaviour.
- 5.2.13 Set up Call Centre & commence services within 15 days from the date of issue of work order.
- 5.2.14 Manage the data generated through fool proof Data Storage System and arrange for furnishing of Daily/Weekly/Monthly & MIS Reports or any report to be required from time to time to the designated Officials in the office of PSEGS.
- 5.2.15 Conduct Research and Analysis of data generated and furnish the conclusions to PSEGS Officials as on required basis.
- 5.2.16 He will hand over all the assets including software/s (including Licenses) at the time of completion/termination of the project. After handing over

all assets (movable/immovable) related to project and all data generated during the whole currency of the project; he will also have to vacate the premises allotted by the department within the given time frame.

5.2. PSeGS Responsibilities

- 5.2.1. Authorize the selected operator to operate the Citizen Grievance Helpline (Call Centre).
- 5.2.2. Release the funds to the operator as per the terms and conditions of the agreement.
- 5.2.3. Provide necessary support and facilitate support from other Departments.
- 5.2.4. Provide premises, IT and Non-IT Infrastructure for operating Call Centre along with its maintenance. Electricity will be provided by PSeGS.
- 5.2.5. PSeGS will designate a Project Co-ordinator to be the nodal point as point of contact for the operator.
- 5.2.6. Facilitate the process of getting a three digit short code helpline toll free number to the service provider.
- 5.2.7. Payment of toll free number will be borne by PSeGS
- 5.2.8. Provide necessary permission to the Service Provider for implementation of the project.
- 5.2.17 .SMS gateway shall be provided by PSeGS.

6 INSTRUCTIONS TO BIDDERS

- 6.1 Provide an affidavit to the effect that he has not been blacklisted in the past by any of the State Governments across the Country and Government of India and that he will not form any coalition or cartel with any other bidder.
- 6.2 He should have capability to train the personnel to be employed for implementation of the project.
- 6.3 He shall be deemed to have satisfied himself as to the scope of the task as well as all the conditions and circumstances affecting implementing of the Project. Should he find any discrepancy in the RFP document including terms of reference, he should submit his issue/question in writing before Pre-Bid Conference
- 6.4 Incomplete bid in any respect or those that are not consistent with the requirements as specified in this Request for Proposal Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
- 6.5 Strict adherence to formats, wherever specified, is required.
- 6.6 All communication and information should be provided in writing and preferably in

English language.

- 6.7 All communications and information provided should be legible. The financial proposals given in figures should be mentioned in words also.
- 6.8 No change in/or supplementary information shall be accepted once the bid is submitted. However, PSeGS reserves the right to seek additional information and/or clarification from the bidders, if found necessary, during the course of evaluation of the bid.
- 6.9 The Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with O/o PSeGS. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the authorized Signatory and shall bear the stamp of the firm/consortium.
- 6.10 PSeGS reserves all the rights to reject any or all of the RFPs without assigning any reason whatsoever at any stage.
- 6.11 Mere submission of information does not entitle the Bidder to meet an eligibility criterion. PSeGS reserves the right to vet and verify any or all information submitted by the Bidder.
- 6.12 If any claim made or information provided by the Bidder in the RFP or any information provided by the Bidder in response to any subsequent query by PSeGS, is found to be incorrect or is a material misrepresentation of facts, then the bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of PSeGS, if adequately satisfied.
- 6.13 The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal and any subsequent costs incurred as a part of the Bidding Process. PSeGS shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
- 6.14 In every specific case, where the Bidder is constrained by statute/law from fulfilling any specific provision of this document, the Bidder is at liberty to contact PSeGS.
- 6.15 The Bidder shall submit the EMD, Pre-Qualification Proposal in one sealed envelope and the financial bid in another sealed envelope, duly marking the envelope as "Pre-Qualification" and "FINANCIAL BID". These envelopes shall then be sealed in single outer envelope.

6.16 The Bidder shall prepare (1) one original and (1) one copy of the Proposal, clearly marked "ORIGINAL" and "COPY" respectively. In the event of any discrepancy between the original and the copy, the original shall prevail.

6.17 The Proposal, both the original and the copy shall be typed or written in indelible ink and an authorized signatory of the Bidder or Individual, as applicable. He shall initial all pages. Each page should be duly page numbered and an index of the contents should also be made on the first page. The person(s) signing the Proposal shall also initial all the alterations, omissions, additions, or any other amendments made to the proposal.

6.18 Sealing and Marking of Quotation

6.18.1 The Bidder shall seal the original and the copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in a single outer envelope.

6.18.2 Each envelopes, both outer and inner, must be super-scribed with the following information:

- a) Name and Address of Bidder
- b) Contact person and phone number
- c) Proposal for the Project "Citizen Grievance Call Centre"

6.18.3 If the envelope is not sealed and marked as instructed above, department assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of PSeGS, be rejected.

7 Earnest Money Deposit & Security Deposit

The bidder shall deposit Earnest Money Deposit (EMD) as per document control sheet. In the absence of the EMD, technical proposal of the bidder shall be rejected. The earnest money shall stand forfeited in case the bidder withdraws or modifies the offer after opening of the bid but before acceptance of the bid or he/she does not execute the agreement and deposit the stipulated security deposit within specified time. Earnest money of unsuccessful bidders shall be refunded after releasing final order to L-1.

The bidder whose proposal is accepted shall have to deposit Security Deposit within 15 days of award of contract as per document as per document control sheet. Earnest money of successful bidders shall be refunded after deposit of the security deposit.

The Security deposit may be deposited in form of Bankers cheque/Bank draft of scheduled bank/Bank Guarantee in the name of Member Secretary, Punjab State e-Governance Society, payable at Chandigarh. Security deposit is for due performance of the contract. It can be forfeited by the PSEGS in the following circumstances:

1. When any terms or conditions of the agreement are infringed.
2. When the service provider fails in providing the services satisfactorily.

Notice will be given to the bidder/service provider with reasonable time before the earnest money / security deposit is forfeited.

8 GENERAL CONDITIONS OF CONTRACT (GCC)

9.1 Use of Contract Documents and Information

9.1.1 The selected Service Provider shall not, without department'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 Centre or for the knowledge of manpower in performance of the contract. The disclosure to any such employed person shall be made in confidence and extend only as far as may be necessary for purposes of such performance.

9.1.2 Any document, other than the contract itself, given to the selected Service Provider shall remain the property of department and shall be returned (in all copies) to the Department on completion of the Service Provider's performance under the contract.

9.2 Security Deposit

9.2.1 Within 15 days of receipt of the notification of contract award, the selected Service Provider shall furnish Security Deposit to the Government.

9.2.2 The proceeds of the Security Deposit shall be payable to compensate the PSeGS for any loss arising from the service provider's failure to complete its obligations under the contract.

9.2.3 The Security Deposit will be discharged by the PSeGS and returned to the service provider on completion of the service provider's performance obligations under the contract.

9.2.4 In the event of a need of any increase in the security deposit, the service provider shall provide additional security accordingly.

9.3 Notice

Any notice given by one party to the other pursuant to this bid shall be sent to

the other party in writing to the other party's address. A notice shall be effective from the date when Notice in writing is delivered or tendered or affixed at a conspicuous place, whichever is earlier.

9.4 Payments

9.4.1 Payments shall be on quarterly basis after submitting the reports and verified by the Department after deducting applicable penalties, if for any non-adherence of SLAs.

9.5 Termination for Default

The Department 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:

- a) If the service provider fails to deliver any or all of the services within the period(s) specified in the contract,
- b) If the service provider, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

"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.

"Fraudulent practice": a misrepresentation of facts in order to influence a tender Process or the execution of a contract to the detriment of the Department, 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 the Department of the benefits of free and open competition.

9.6 Penalty Clause

9.6.1 In case the Service Provider fails to provide required quality of service for the call Centre, penalty, calculated as mentioned below, will be imposed on the service provider on the basis of average monthly service level for each SLA.

<u>Service Level</u> Parameter	Service Levels		
	Expected (20 points)	Manageable (10 points)	Breach (0 points)
Average Time to Answer a Call	< 10 Seconds	10 – 15 Seconds	> 15 Seconds
Average Number of Calls Un-Answered	0	Upto 0.05%	> 0.05%
% Successful Call closure	<3 days	<5 days	>7days
Call quality based on sampling	100%	99%	< 99%

Expected: No penalty

Manageable: 0.5% of Quarterly Payout against each SLA.

Breach: 5% of Quarterly payout for each SLA. In case of continuous breach of 3 months, PSeGS reserves the right to terminate the contract.

In case Service Provider fails in delivery of satisfactory services and the PSeGS manages for such services or part thereof, recovery of additional financial liability will be affected at risk and cost from the Service Provider.

9.6.2 The Security Deposit may be fortified for unsatisfactory service provided to the Department after allowing reasonable opportunity to set right the service deficiencies to the full satisfaction of the Department. The Security Deposit can be forfeited / invoked to set off claim of the Department towards penalties, if any.

9.6.3 In case the call centre is not operational within 15 days from the date of issuance of work order, a penalty shall be imposed at the rate of Rs. 5,000/-

per day.

9.6.4 Non-availability of resources shall be penalized at the rate of Rs. 2000/- per day per seat.

9.6.5 Non-adherence of call centre shall be penalized at the rate of Rs. 10000/- per instance.

9.7 Termination for Insolvency

9.7.1 The Department may at any time terminate the contract by giving three months' 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 the Department.

9.8 Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

9.8.1 Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

9.8.2 Arbitration

“Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Chandigarh, India.”

9.8.3 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh, India only.

9.9 Liability

- 9.9.1 The liability of CCO (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value. The liability cap given under this shall not be applicable to the indemnification obligations and confidentiality Clause mentioned in the RFP.
- 9.9.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
- 9.9.3 The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

9.10 Indemnify

- 9.10.1 The Service provider shall undertake to observe, adhere to, abide by, comply with and notify the PSeGS about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the PSeGS and its employees/ officers/ staff/ personnel/representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.
- 9.10.2 Compliance in obtaining approvals/ permissions/ licenses: The service provider shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the

same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the PSeGS and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the PSeGS will give notice of any such claim or demand of liability within reasonable time to the bidder.

9.11 Confidentiality

- 9.11.1 The *Punjab State eGovernance Society* or its nominated officials shall allow the CCO to review and utilize highly confidential public records and the CCO shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- 9.11.2 Additionally, the CCO shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- 9.11.3 The Punjab State eGovernance Society or its nominated officials shall retain all rights to prevent, stop and if required take the necessary punitive action against the CCO regarding any forbidden disclosure.
- 9.11.4 The CCO shall execute individual non-disclosure agreements with all its employees, agents and sub-contractors with respect to this project and shall submit a declaration in writing to PSeGS regarding the same. PSeGS may ask CCO to share all or any of such non-disclosure agreement.
- 9.11.5 For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
- 9.11.5.1 information already available in the public domain;
- 9.11.5.2 information which has been developed independently by the Service Operator;
- 9.11.5.3 information which has been received from a third party who had the right to disclose the aforesaid information;
- 9.11.5.4 Information which has been disclosed to the public pursuant to a court order.
- 9.11.6 To the extent the CCO shares its confidential or proprietary information with the *Punjab State eGovernance Society* for effective performance of the Services, the provisions of the **Clause above**, shall apply mutatis mutandis on the *Punjab State eGovernance Society* or its nominated officials.

9.12 Force Majeure

- 9.12.1 Notwithstanding the provisions of Termination for Default and Penalty clauses, the service provider shall not be liable for forfeiture of its Security Deposit,

penalty or termination for default, if and to the extent that, the delay in performance or other failure to perform its obligations under the Contract is the result of an event of force majeure beyond his control.

9.12.2 Force majeure shall mean and be limited to the following:

- War / hostilities
- Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the service provider.

9.12.3 The service provider shall advise the Department 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 the delay lasting for over two months, if arising out of causes of force majeure, the Department reserves the right to cancel the order.

9.12.4 The completion period may be extended in circumstances relating to force majeure by the Department. The bidder shall not claim any further extension for the completion of work. The Department shall not be liable to pay extra costs under any conditions.

9.12.5 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 delivery, as stated elsewhere.

9.12.6 It will be prerogative of the Department to take the decision on force majeure conditions and the Department's decision will be binding on the bidder.

9 Tenure of the Contract

Initially the tenure of the contract it will be for three years from the date of signing of the agreement. Further one year extension may be granted after mutual consent of both the parties.

Call Centre to be made operational by successful bidder within 15 days from the date of issue of work order.

10 SCOPE OF WORK

10.1 Objective of the Project

The objective of the project is to operate a call centre for receiving grievance/complaints telephonically from citizens all over the state. This call centre will register the complaint/feedback of the citizen and will then forward the complaint to the nodal officer of the concerned department. The purpose the call centre will be:

- a) Registering the complaint/feedback
- b) Providing complaint number to the citizen
- c) Sending and follow up for complaint status by concerned department

10.2 Benefits of the System

- d) An easy to remember 3 digit toll free number, where a citizen should be able to call and provide feedback or register a complaint for any issue relates to Land and Property in Punjab.
- e) A citizen should also be able to file a grievance through SMS, e-mail or fax.
- f) Quick filing of application for Public Complaint/Grievance.
- g) Tracking of Status of application already registered.

10.3 Scope

10.3.1 Establishing a call centre for receiving grievance/complaints telephonically from citizens all over the state. The call centre will have an IVRS as well as adequate number of call receivers.

10.3.2 Development/Deployment of web enabled application for lodging of Grievances/seeking assistance and management for the addressal of these Grievances.

10.3.3 Deployment of trained Manpower for call centre for attending complaints/grievances of citizens. The IT and non-IT setup for the call centre will be done by PSeGS. Provision for manpower for the extended number of seats, as and when required, after the approval from Competent Authority of PSEGS. For every 10 seats there shall be one supervisor.

10.3.4 The helpline no. will be provided by the Tender Inviting Authority.

10.3.5 The Call Centre, initially, should be operational from 8.00 am to 8.00 pm from Monday to Saturday in a week except 26 January, 15 August or other day as intimated by PSeGS. However the call centre operator shall ensure that all persons deployed at the call centre should be allowed leave/off days as admissible under the relevant/applicable laws in this regard.

10.3.6 For those callers who require assistance or whose complaint is such that the departments which have the call centre facility do not cater to such a complaint, the call would get transferred to the call operators. The call operators

must be so many in number that the complainant upon ringing the call centre immediately gets access to IVRS and/or operator and does not have to be in a queue.

10.3.7 The vendor would provide a weekly MIS about all calls/complaints received and transferred to various departments or Administrative Secretaries/DCs through IVRS or through software.

10.3.8 The vendor would send through mail or SMS or any other mode, an intimation to the complainant about the status of his complaint at regular intervals

10.3.9 The vendor would collect the replies through mails from all officers and sent the replies back through mail/SMS/Call as directed to the complainants. The vendor shall give details of the pendency and generate such MIS as required by the department qua the complaints and their pendency.

10.3.10 Apart from maintaining the call centre and complaint handling mechanism, the persons deployed by the vendor shall also develop such feedback forms as directed by the Government of Punjab and shall make atleast 200 calls per day to citizens to take feedback on issues like corruption, timely delivery of government services, hassles faced by them in government offices etc. and such other feedback as the government of Punjab may decide to take. The vendor would provide the MIS on the feedback received.

10.3.11 PSeGS may ask the vendor to undertake any other ancillary activity of a minor nature which might have not been detailed above for ensuring the smooth functioning of the Call Centre.

10.3.12 The Staff employed should be able to read, write and speak in Punjabi, Hindi and English.

10.3.13 Process flow

10.3.13.1 Any citizen can call the three digit toll free number at any time to register their complaint. In case the call is beyond the operation of call centre, the call should be recorded which will be followed up next business day.

10.3.13.2 Caller will connect to IVRS. The IVRS should provide option to route calls to existing helpdesk being operated by departments and then to the call centre operator who will register the citizen name, contact no, address and email id, if exists. The operator will record the problem and will forward the complaint to the concerned department/person as per workflow in web based software for timely resolution.

10.3.13.3

10.3.13.4 The citizen can also send their feedback/ suggestions /Complains by SMS, Fax, e-mail or portal, the details will then be entered into the system.

10.3.13.5 In case of a complaint, the citizen will be issued a ticket number auto generated by the system.

10.3.13.6 Status of resolution/completion of call will be updated by the Department through the login provided by Call Center operator.

10.3.13.7 The Call centre operator will intimate the citizen through SMS/E-mail/Call.

10.3.14 Application functionality

10.3.14.1 The application shall provide option to create workflow for call handling.

10.3.14.2 SMS Integration has to be done for tracking the status by the applicant.

10.3.14.3 Role based user creation Work flow module has to be provided for approval at the various stages through the Application.

10.3.14.4 Application should support English and Punjabi language.

10.3.14.5 Data shall be inserted and updated by the application only.

10.3.14.6 MIS module will be developed in consultation with the department and shall be improved from time to time, if required.

10.4 INFRASTRUTURE GUIDELIENS

PSeGS will provide below facilities/ equipment:

Desktop PCs for each seat

Dedicated Server Hardware

Local Area Network

Appropriate number of incoming and outgoing telephone lines

Internet facility on all PCs

Adequate air-conditioning for all IT equipment's.

UPS (Un-interrupted Power Supply).

The following is Infrastructure shall be provided by the service provider:

IVRS System

CRM system

Headphones

Data backup system for backup of the call record database application.

10.5 Training

The selected bidder will be solely responsible for imparting training to the call Centre staff. The Govt. will assist the selected bidder in case there is any department specific information that is required for the smooth operation of the system. The selected bidder will train the staff on general aspects of working in a call Centre, as well as training the staff for using the various IT. The training will include, but it will not be restricted to the following topics:

- Professional Customer Care
- Correct pronunciation (English & Punjabi)
- Using phrases properly
- Call handling

- Dispositions
- Reporting
- Quality Assurance/ Monitoring
- Proper use of the various IT systems
- Call flow
- Demographic overview
- Complaint procedures and call forwarding to the right authorities.

10.6 Operator/Supervisor profile

a) **Skills**

Excellent communication skills in Punjabi, Hindi and English
Good typing skills in English & Punjabi.

b) **Academic and Professional background**

The operator deployed at the call centre should possess the following qualifications:

Graduate in any discipline with work experience of at minimum 1 year (in case of operator) and minimum experience of 3 years in case of Supervisor in an inbound call centre.

10.7 Quality assurance in operations

Call Recording and Monitoring

All calls received by the staff second by second will be recorded using the "state of the art technology", enabling electronic transfer of the recorded calls (*.mp3 files) to the Department via email within 24 hours upon request. These same recorded calls will also be sent to the PSEGS on CD-ROM when required. Such calls will also be used for paramedic training & coaching for which supervisor will listen to calls for improving the performance of staff.

Call Verification

Calls will be made available at all times to the Department staff for any necessary due diligence.

10.8 REPORTING

10.8.1 Generation of daily, weekly and monthly reports regarding complaints Received & complaints attended.

10.8.2 Furnishing daily report to the concerned authority for updating the website.

10.8.3 Development of suitable Management Information System (MIS) for reporting periodical progress in redressal of public grievances.

10.8.4 It shall have feature to generate customized reports as per the requirements

10.8.5 The daily, weekly, monthly reports shall include the following but not limited to:

- Report on calls handled & call pending,
- Average duration of calls,
- Min. & max duration of calls,
- Number of instances the operator found busy,
- Calls abandoned due to breakdown,
- Calls made / referred to stakeholder institutions.
- Call type etc.

10.8.6 Submission of monthly / quarterly / half yearly / annual progress report to PSeGS.

10.8.7 It shall have the facility to host the web portal containing the MIS and call data Captured.

10.8.8 Senior level officials of the Call Centre operator shall be required to attend status review meetings to be held by, at regular intervals.

11 SELECTION CRITERIA

All bidders who satisfy all the conditions of the eligibility criteria will be evaluated on the basis of their commercial proposals. The award of contract will be on L1 basis of financial bid.

In case L1 does not enter into contract or submit the Security/Bank Guarantee, his EMD shall be forfeited.

ANNEXURES

Annexure - I

[Covering Letter]

[On the Letter head of the Bidders]

Date:

To

The Member Secretary,
PSeGS

Sub: Proposal for operation of citizen grievance call centre

Ref: Your Notification No _____ dated _____

Sir,

Being duly authorized to represent and act on behalf of (here in after referred to as "the Bidder") and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (Name of the Bidder) for the Project "**Operation of citizen grievance call centre**" in one (1) original and one (1) copy, with the details as per the requirements of the RFP, for your evaluation.

We confirm that our Proposal is valid for of a period of six calendar months from the last date stipulated for submission of bids.

Yours faithfully

Annexure – 2

Pre-Qualification Checklist and form (To be filled by bidder)

Sr. No.	Particulars	Eligibility Criteria	Supporting documents	Provided (Yes/No) and Bid page no.
1.	RFP fee & EMD	RFP Fess & EMD	Demand drafts/ Receipt as per Document Control sheet	
2.	Legal Entity	a. Bidder should be a registered entity either under Indian Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008 b. Registered with the Service Tax Authorities	a. Certificate of Incorporation b. Valid Registration Certificate	
3.	Relevant Business Continuity	The Bidder should be an established Call Centre operator, in India or abroad and should have been in this business for a period exceeding three years as on last date of submission of bid.	Work orders or completion Certificate from client Certificate confirming year and Area of activity.	
4.	Total Turnover	Bidder Should have total average annual sales Turnover of INR 0.5 crore in the last three (3) financial years as of 31st March 2014	Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA).	
5.	Disclosers	The bidder to submit the undertaking that the he has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and is not blacklisted by any State Govt./ Central Govt./ PSU for any reason.	Self-Certified letter	
6.	Past Relevant Experience	Bidder must have completed at least one project of 6 seater inbound call centre in last three years	Work completion certificate from client	
7.	Manpower	The bidder must have 20 full time regular employees on bidder's rolls with minimum qualification of Bachelor's degree with at least 1 year relevant work experience in inbound call centre.	Self- certification from Bidder	

Note: Above details are mandatory, Bidder may use additional sheets for above submittals.

(Authorized Signatory)

Name : _____

Designation & Authority: _____

Place : _____

Date : _____

Stamp : _____

Company Name : _____

Business Address : _____

Annexure – 3
[Financial Bid]
[in Envelop 2]

As part of the financial proposal, the Bidder is required to propose rate including all taxes and levies that it would charge the Department for providing the services listed as part of the Scope of Work in this document.

S.No	Particular	UoM	Quantity	Basic Price	Tax	Total Cost
		A	B	C	D	E=B* (C+D)
1	Cost of CRM + Dialler	Per Set	1			
2	Operational Cost for 36 months (Towards staff salaries, Supervisory Staff, Professional Staff, Training, travelling costs, administration expenses [house-keeping, security/office expenses).	Per Seat	6			
	Total Financial Bid (in Figures) (In words)					

- Unit rate Year quoted above is an all-inclusive figure i.e. out-of pocket expenses, traveling, boarding, lodging and other operating cost etc.
- No cost other than quoted above shall be claimed separately.
- Unit rates shall be considered for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.
- The Department Governance Reforms reserves the right to vary the quantity mentioned above. Any payment or penalty shall be calculated on pro rata basis
- If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.

- If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
- If the Supplier has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted shall be taken as correct.

(Authorized Signatory)

Name : _____

Designation & Authority: _____

Place : _____

Date : _____

Stamp : _____

Company Name : _____

Business Address : _____

Annexure – 4
[Request for Clarification]

S.No	Clause No. /Pg No.	Clause	Clarification required