

# Request for Proposal for Selection of Vendor to Setup and Manage Helpdesk as a Service

## For

## **Department of Excise and Taxation, Punjab**

Excise and Taxation Technical Services Agency Improvement Trust Building, 3rd floor, Chhoti Baradari, Patiala Phones: 0175-2225191 e-mail: ceoettsa@gmail.com

## Glossary

Acronym	Description			
AMC	Annual Management Contract			
APIs	Application Programming Interface			
ABG	Advance Bank Guarantee			
ASP	Application Service provider			
ACD	Automatic Call Distributor			
BG	Bank Guarantee			
CRM	Customer Relationship Management			
CSR	Customer Service Representative			
DC	Data Centre			
FTE	Full Time Equivalent			
GCC	General Conditions of Contract			
GIB	GIB General Instructions to Bidders			
Goods And Services Tax				
IVR Interactive Voice Response				
KPI Key Performance Indicators				
MIS	Management Information System			
MSP	Managed Service Provider (Current)			
PBG	Performance Bank Guarantee			
PQ	Pre-Qualification Criteria			
QA	Quality Assurance			
RFP	RFP Request for Proposal			
SCC	Special Conditions of Contract			
SIB	Special Instructions to Bidders			
SLA	Service Level Agreement			
SP	Service Provider			
TL	Team Leader			

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### Important Dates for RFP

S. No.	Particular	Date
1.	Start date of issuance / sale of RFP document	20 <sup>th</sup> March, 2017
2.	Last date for Submission of Queries	31 <sup>st</sup> March, 2017 3:00 PM
3.	Pre-Bid Conference	3 <sup>rd</sup> April, 2017 3:00 PM
4.	Issue of Corrigendum	7 <sup>th</sup> April, 2017
5.	Last date and time for RFP Submission	21 <sup>st</sup> April, 2017 1:00 PM
6.	Date and time of opening of Pre- Qualification bids	21 <sup>st</sup> April, 2017 3:00 PM
7.	Date and time for opening of Technical bids	25 <sup>th</sup> April, 2017 3:00 PM
8.	Date and time for opening of Commercial bids	2 <sup>nd</sup> May, 2017 3:00 PM
9.	Award and Signing of Contract	3 <sup>rd</sup> May, 2017 3:00 PM

# 1 RFP for Selection of Vendor to Setup and Manage Helpdesk as a Service

#### **1.1 Fact Sheet**

	Торіс				
Tender Details					
Evaluation	The method of selection is: Least Cost (L1)				
Method					
	Bidders, whose bids are responsive, based on minimum				
	qualification criteria/ documents as in Pre-Qualification Criteria				
	and score at least 60% in technical scoring will be considered				
	technically qualified. The financial proposal of all technically				
	qualified bidders will be opened.				
Method for	RFP can be				
obtaining RFP	Collected from the following address on or before $< 31^{st}$				
	March 2017, 1500 Hrs>:				
	CEO ETTSA				
	Excise and Taxation Technical Services Agency				
	Improvement Trust Building, 3rd floor,				
	Chhoti Baradari, Patiala				
	Phones: 0175-2225191, 098149-16291				
	Fax: 0175-2220463				
	E-mail: <u>ceoettsa1@punjab.gov.in</u>				
	by paying the document Fee of Rs. 5,000 by Demand Draft				
	in favour of CEO ETTSA and payable at Patiala from any of				
	the scheduled commercial bank				
	OR				
	Downloaded from <u>www.dgrpunjab.gov.in</u> . However in this				
	case, the Bidders are required to submit the tender cost in				
	the form of a demand draft (details mentioned in above				
	para) along with the Proposal.				
EMD	Earnest Money Deposit of amount Rs. 10,00,000 by Demand				
	Draft in favour of CEO ETTSA and payable at Patiala from				
	any of the nationalized Scheduled commercial Bank <b>OR</b>				
	Bank Guarantee as mentioned in Annexure I- Form 3				
Pre- Bid Meeting					
	eligible Bidders may obtain further information from the following				
	address:				
	Excise and Taxation Technical Services Agency				
	Improvement Trust Building, 3rd floor,				

	Торіс					
	Chhoti Baradari, Patiala					
	Phones: 0175-2225191, 094171-18346					
	Fax: 0175-2220463					
	E-mail: <u>ceoettsa1@punjab.gov.in</u>					
	All the queries should be received on or before 31st March 2017, 3					
	PM IST either through post or email.					
Language of bid	Proposals should be submitted in English language only					
Bid validity	Proposals must remain valid 180 days from the last date of					
	submission if Bid.					
Bid Document	Bidders must submit					
	<ul> <li>An original and one additional copies of each proposal</li> </ul>					
	along with one copy of non-editable CD for Prequalification					
	& Technical Proposal					
	One original copy of the Commercial Proposal					
Bid Submission	The proposal submission address is:					
	Excise and Taxation Technical Services Agency					
	Improvement Trust Building, 3rd floor,					
	Chhoti Baradari, Patiala					
	Phones: 0175-2225191, 094171-18346					
Bid Submission						
Date	time					
	21 April, 2017, 3 PM IST					

#### **1.2 Request for Proposal**

ETTSA invites responses ("Tenders") invites sealed tenders from eligible and qualified bidders for "Call Centre Services for Excise and Taxation Department, GOP". The Tender Document may be downloaded from DoGR website <u>www.dgppunjab.gov.in</u>. The bidder may submit its bids by utilizing the downloaded document.

The Call Centre will primarily handle technical/general queries of tax payers. Purpose of this tender is to select a Service Provider (SP) for commissioning, operating and maintaining the Call Centre as a service for the general tax payer for a period of three years after the Go-Live date.

Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late WILL NOT be considered in this procurement process. ETTSA reserves the right to accept or reject any or all of the tenders in full or in part including the lowest bid without assigning any reasons or incurring any liability thereof.

#### ETTSA is the issuing authority for this Request for Proposal

#### **1.3 About the Department**

The Department of Excise and Taxation, Government of Punjab, looks after the activities of Excise, Value Added Tax and other commercial taxes in the state. The Department is organized with its Head Office at Patiala. There are 22 districts in Punjab for which there are about 100 offices at all levels. The Excise & Taxation Department is one of the major revenue collecting agencies in the State. The revenue is collected in the shape of various levies such as Taxes, Excise duties and fees etc., under the various Taxation and Excise Acts enforced by the department. It plays an important role in the fiscal structure of the State.

This Department is vested with powers under different Excise and Taxation Acts. The details of the Act administered by the Department are as follows:

#### EXCISE ACTS

- 1. The Punjab Excise Act, 1914
- 2. The East Punjab Molasses (Control) Act, (XI of 1942)
- 3. The Opium Act (1 to 1878)
- 4. Medicinal and Toilet Preparations (Excise Duties) Act (XIV of 1955)

#### TAXATION ACTS

- 1. The Punjab Value Added Tax Act, 2005
- 2. The Central Sales Tax Act, 1956
- 3. The Punjab Entertainment Duty Act, 1955
- 4. The Punjab Entertainment Tax (Cinematograph Shows) Act 1954

#### 1.3.1 Overview of Functions & Services

Currently, the department performs the following broad functions:

- Registration of business: The department registers dealers and issues registration certificate. It also records amendments to business details of dealers as notified by the latter. The Department is the sole authority for suspending or cancellation of the registration certificate due to various reasons. The Department also issues Licenses for trading/ handling material coming under the purview of State Excise Duty, and carry out their periodic renewal/ or cancellation of License.
- **Collection of tax**: The department adds to the revenue of the state by collecting commercial tax/ other applicable Fees and charges from the citizens.
- **Tax Returns**: The department fixes the periodicity of the returns to be filed by the dealers of the State. A defaulter list is generated for monitoring the dealers that

have not filed returns and reminders are sent to them. It also verifies the input tax rebate being claimed by the dealer by checking the sales and purchase bills.

- **Refund of tax**: The Department identifies cases related to refund and processes them subsequently for adjustment of refund or its payment with interest.
- **Control of statutory forms**: The department issues statutory forms to dealers and tracks the same. It also maintains the details of forms returned or lost by the dealers.
- Accounting of tax: The department maintains proper records of assets of dealers their financial investment, partner's details and their premises, bank account details and their stake in the business. It maintains records of refunds / adjustments with the returns filled by the dealers. The details of the collection of audited tax unpaid by the dealers are also maintained.
- Recovery: A demand notice is generated and tax is collected from dealers in the form of arrears. In cases of non-payment of tax by the dealers during the prescribed period the department resorts to coercive methods such as arrest or warrant of attachment and sale of movable property, auction of the assets of the defaulter etc. to recover the due amount.
- Audit and Assessment: The department is responsible for auditing and assessment of its registered dealers. Assessment and audit of dealers is done on the basis of the returns filed and allied material available on the dealer. Thereafter, demand notice is generated and the same is monitored for compliance. Refund orders are generated on a case to case basis. The payments are adjusted against any other demands or payment of refund after adjustment is made.
- Investigation: Department is responsible for carrying out Investigation of all suspicious cases or any other case as it thinks fit. Case for investigation can originate from Field information, or audit/ Assessment data or any other source and will be carried out to find out the anomaly between the declared value and the actual value of transactions, if any, of the concerned dealer.
- Issue and Control of Permits/ Indents/ Pass: The Department manages the issue and control of Permits/ Indents and Passes to concerned License holders for any type of material coming under the purview of State Excise Duty
- Appeals: This department also deals with appeals filed by the dealers and various court cases in which department is a party. Every Dealer or citizen can raise an Appeal if he/ she is not agreeing to the notice or order given by the Excise and Taxation Department. After an appeal is received by the department it is heard and the application is either accepted or rejected.

#### **1.4 Instructions to the Bidders**

#### 1.4.1 General

#### 1. <u>Tender Document Fee:</u>

The complete set of tender documents may be purchased by a bidder on payment of a nonrefundable fee of INR 10,000/ - (Rupees Ten thousand only) by Demand Draft (from any of the nationalized bank or a Scheduled Bank in India.) in favor of in favour of CEO ETTSA and payable at Patiala. The bidders are advised to note the following:

- (a) Bidders who download the tender documents from the website (<u>www.dgrpunjab.gov.in</u>), will be required to submit the tender fee in the form of DD along with their bid document.
- (b) The tender document fee is non-refundable and not exempted.
- (c) Tender document can also be purchased from the office of ETTSA on all working days.
- (d) The bidder has to submit a copy of tender document purchase receipt along with their proposal if tender documents purchased from ETTSA office.
- (e) Proposals received without tender document fee proof of procurement of tender document fee (DD in case of downloaded from website and purchase receipt in case of manual purchase) shall be rejected.

#### 2. Bid Security (EMD - Earnest Money Deposit):

- (a) Bidders shall submit, along with their Bids, EMD of INR 10 Lakhs only, in the form of a Demand Draft/ bank guarantee.
- (b) The demand draft issued by any nationalized scheduled commercial bank in favor of ETTSA, Patiala, payable at Patiala
- (c) EMD of all unsuccessful bidders would be refunded by ETTSA within 2 weeks of the bidder being notified as being unsuccessful.
- (d) The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure 1: Form 3.
- (e) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- (f) Bid will be valid for a period of 120 days from the date of submission of bid.
- (g) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- (h) The EMD may be forfeited:
  - If a bidder withdraws its bid during the period of bid validity.

- In case of a successful bidder, if the bidder fails to sign the contract in accordance.
- 3. Venue & Deadline for submission of proposals:
  - a. Proposals, in its complete form in all respects as specified in the RFP, must be submitted to ETTSA at the address specified below:

Addressed To	CEO, ETTSA	
Name	Excise and Taxation Technical Services Agency	
Address	Improvement Trust Building, 3rd floor,	
	Chhoti Baradari, Patiala	
Telephone	0175-2225191, 094171-18346	
Fax Nos.	0175-2220463	
Email ids	<u>ceoettsa1@punjab.gov.in</u>	
Last Date & Time of	21 <sup>st</sup> April, 2017 before 15:00 IST	
Submission		

b. ETTSA, may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum, in which case all rights and obligations of ETTSA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### 4. Late Bids:

Bids received after the due date and time as specified in the Tender Notification Table (including the extended period if any) for any reason whatsoever, shall not be entertained by ETTSA.

#### 5. Validity of Quotation:

Quotation shall remain valid for a period of <u>**120 days**</u> from the date of bid opening.

#### 6. Performance Bank Guarantee:

The Service Provider shall submit a Performance Bank Guarantee (PBG) of 10% of total cost of the project on a non-judicial stamp paper of appropriate value and from any Scheduled Bank within fifteen days (15) from the date of issue of LOA/PO. If the PBG is not submitted in above stipulated time then LOA will be cancelled and EMD will be forfeited.

Performance Security should remain valid for a period of 2 months beyond the date of completion of all contractual obligations of the Service Provider including warranty obligations.

The proceeds of the performance security shall be payable to the ETTSA as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

The format of Performance Bank Guarantee is attached as **Annexure 3**: **Form 3**.

#### 7. <u>Contract Period:</u>

The Contract timelines will start from the date of LOA/PO and the Agency have to sign the contract *within 7 days after issue of LOA/PO*.

The term of contract shall be for a period of **3 years** from the date of Go-Live.

#### Note:

Post completion of the 3 year period, the contract can be extended on mutual agreement between ETTSA and SP. The annual increment for the extended period will be maximum 10% of the last year's cost.

The Service Provider shall be relieved from its contractual obligation only when all the works and responsibilities are completely discharged by the Agency in accordance with the terms & conditions of the Tender/Contract.

#### 8. Officer-In-charge:

ETTSA shall appoint an Officer-in-charge for this project. He / she shall be single point of contact for all technical directions or decision related to the project. Similarly, Agency should also propose an Officer-in-charge for this project for all project related decisions.

#### 9. Language:

The bid and all related correspondence and documents in relation to the bidding process shall be in English language.

Supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

#### 10. Agency Details:

The Agency to fill in the Agency detail form enclosed with this Tender Document as **Annexure 1: Form 2** and same may be forwarded along with quotation.

#### 11. Acceptance of Terms & Conditions:

Bidders are requested to submit the sealed and signed copy of this tender document along with quotation as acceptance of all terms & conditions.

#### 12. <u>Termination</u>

- (a) ETTSA reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by Goods and Services Tax Network.
- (b) ETTSA is accepting the bids on a no cost no commitment basis.
- (c) ETTSA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- (d) This Tender does not constitute an offer by ETTSA. The bidder's participation in this process may result in ETTSA selecting the bidder to engage in further discussions and negotiations toward issue of LOA. The commencement of such negotiations does not, however, signify a commitment by ETTSA to issue LOA or to continue negotiations. ETTSA may terminate negotiations at any time without assigning any reason.

#### 13. Acceptance of part / whole bid / modification – Rights there of:

ETTSA reserves the right to accept or reject wholly or partly bid offer, or modify the technical specifications / quantities / requirements mentioned in this Tender including addition / deletion of any of the item or part thereof after pre-bid, without assigning any reason whatsoever.

No correspondence in this regard shall be entertained. ETTSA also reserves the unconditional right to place order on wholly or partly bid quantity to successful bidder.

#### 14. Costs to be Borne by the Bidder:

All costs and expenses (whether in terms of time or money) incurred by the intended bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by ETTSA, will be borne entirely and exclusively by the bidder itself.

#### 1.4.2 Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - i. Include all documentation specified in this RFP;
  - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
  - iii. Comply with all requirements as set out within this RFP.

#### 1.4.3 **Pre-Bid Meeting & Clarifications**

#### 1.4.3.1 Pre-bid Conference

- a. ETTSA shall hold a pre-bid meeting with the prospective Bidders on 3<sup>rd</sup> April 2017 at 15:00 IST at Head Office, Excise & Taxation, Bhupindra Road, Patiala.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to below on or before 31<sup>st</sup> March 2017 15:00 IST.

Excise and Taxation Technical Services Agency Improvement Trust Building, 3rd floor, Chhoti Baradari, Patiala Phones: 0175-2225191, 094171-18346 Fax: 0175-2220463 E-mail: <u>ceoettsa1@punjab.gov.in</u>

c. The queries should necessarily be submitted in the following format:

S. No.	Reference(s) (Section &	RFP	Points of clarification
1.			
2.			

d. ETTSA shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the ETTSA.

#### 1.4.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the ETTSA will endeavour to provide timely response to all queries. However, ETTSA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does ETTSA undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, ETTSA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <u>www.dgrpunjab.gov.in</u>.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, ETTSA may, at its discretion, extend the last date for the receipt of Proposals.

#### 1.4.4 **Deviations**

The Bidder may provide deviation to the contents of the RFP document in the format prescribed below

No.	Deviation	Material	Non- Material	Impacted Deliverable(	Impacted Timeline(	Financi al
	<deviation description&gt;</deviation 	<yes <br="">No&gt;</yes>	<yes <br="">No&gt;</yes>	<name(s) of<br="">Deliverables to get affected by the Deviation&gt;</name(s)>	<effect on Timeline s due to</effect 	<value></value>

<deviation< th=""><th><yes <="" th=""><th><yes <="" th=""><th><name(s) of<="" th=""><th><effect< th=""><th><value></value></th></effect<></th></name(s)></th></yes></th></yes></th></deviation<>	<yes <="" th=""><th><yes <="" th=""><th><name(s) of<="" th=""><th><effect< th=""><th><value></value></th></effect<></th></name(s)></th></yes></th></yes>	<yes <="" th=""><th><name(s) of<="" th=""><th><effect< th=""><th><value></value></th></effect<></th></name(s)></th></yes>	<name(s) of<="" th=""><th><effect< th=""><th><value></value></th></effect<></th></name(s)>	<effect< th=""><th><value></value></th></effect<>	<value></value>
description>	No>	No>	Deliverables to get	on	
			affected by the	Timeline	
			Deviation>	s due to	

The Proposal evaluation committee would evaluate and classify them as "material deviation" or "non-material deviation". In case of material deviation, the committee may decide to "monetize" the value of the deviations, which will be added to the price bid submitted by the Bidder OR declare the bid as non-responsive.

The Bidders would be informed in writing on the committee's decision on the deviation, prior to the announcement of technical scores. The Bidders would not be allowed to withdraw the deviations at this stage. The Bidder would not be allowed to withdraw the deviations submitted without the prior consent of the ETTSA.

In case of non-material deviations, the deviations would form a part of the proposal & contract.

#### **1.4.5 Evaluation Process**

- a. ETTSA will constitute a Proposal Evaluation Committee to evaluate the responses of the Bidders
- b. The Proposal Evaluation Committee constituted by the ETTSA shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d. The Proposal Evaluation Committee can seek clarifications on the proposals submitted by Bidders at any moment of time.
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

#### 1.4.5.1 Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
  - Are not submitted in as specified in the RFP document
  - Received without the Letter of Authorization (Power of Attorney)
  - Are found with suppression of details

- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period
- b. All responsive Bids will be considered for further processing as below. ETTSA will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

#### **1.5 Tender Opening**

The Proposals submitted up to 15:00 IST on 21<sup>st</sup> April, 2017 will be opened at 15:00 IST on 2<sup>nd</sup> May, 2017 by CEO ETTSA or any other officer authorized by ETTSA, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

#### **1.6 Criteria for Evaluation**

The objective of the evaluation process is to evaluate the bids to select an effective and best fit Service at a competitive price. The evaluation will be undertaken by TEC (Technical evaluation committee). TEC may consider recommendations made by external experts/consultants. The decision of TEC shall be final.

TEC will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the required format.

TEC may call for any clarifications/additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

The competitive bids shall be evaluated in the following stages:

- Stage 1 Pre-Qualification (PQ) Criteria
- Stage 2 Technical Qualification Criteria (Technical Bid)
- Stage 3 Commercial Bid

Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial evaluation.

#### **1.6.1 Pre-Qualification (PQ) Criteria (Stage-1)**

ETTSA will evaluate the Bidders on each criteria separately and satisfy itself beyond doubt on the Bidder's ability / position to meet the criteria. Those Bidders who qualify on ALL the criteria will only be considered as "Qualified under Stage 1" of evaluation and will be considered for evaluation under Stage 2.

Those Bidders who do not qualify at this Stage 1 will not be considered for any further processing. The EMD money in respect of such Bidders will be returned on declaration of Successful Bidder. ETTSA, therefore, requests that only those Bidders who are sure of meeting all the eligibility criteria, respond to this RFP process.

Evaluation of eligibility criteria will be as per the information/ response provided by the bidder and the supporting documents as mentioned below.

Only those bidders who fulfil the criteria mentioned in the table below are eligible for technical evaluation. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

S.	Prequalification Criteria	Proof Required
1.	<ul> <li>The Bidder/consortium partner should have:</li> <li>An annual turnover of last three years financial year ending 31<sup>st</sup> march 2016, should not be less than Rupees 5 Cr/ yr.</li> <li>Out of the above turnover, a minimum of Rupees 1 Cr should be from call center operations, for each of last three financial years (i.e. 2016-2015, 2015-2014&amp; 2014-2013).</li> </ul>	<ul> <li>Audited financial statements (reflecting overall turnover)/ annual report containing financial statement for the last three financial years</li> <li>A certificate duly certified by the statutory auditor/ca of the bidder clearly mentioning the average annual turnover of the bidder in total and from call center operations</li> </ul>
2.	<ul> <li>The Bidder/consortium partner should Have at least 20</li> <li>Agents on payroll of the firm</li> </ul>	Certificate from the Bidder's HR head As per enclosed Form in Annexure 1.
3.	Bidder and consortium partner should be a 100% owned company and registered Companies Act (1956) for a period of at least 5 years as on 31-3-2016 All other members in case of consortium, should registered in India for a period of at least 3 years as on 31-3-2016	Copy of Certificate of Incorporation / Registration As per Form enclosed in Annexure 1.
4.	Bidder (each member in case of consortium) should be profitable and have a positive Net Worth for each of the last three financial years (i.e. 2016-2015, 2015- 2014& 2014-2013).	<ul> <li>Statutory Auditor's certificate, and certificate of Audited Profit and Loss Statement and Balance Sheet or</li> <li>Annual report of the bidder's company containing financial statement (Profit and Loss Statement and Balance Sheet)</li> <li>As per Form enclosed in Annexure 1.</li> </ul>
5.	Bidder should not have defaulted in payment of statutory dues or liability in India as on date of submission of bid (in case of consortium, none of the members should have defaulted in payment of statutory dues or liability in India as on date of submission of bid)	Certificate from statutory auditor Or No statutory dues certificate signed by authorized signatory

6.	The Bidder/consortium partner providing BPO/Call Centre services must have registered itself with Department of Telecommunication (DoT)/ TRAI.	Copy of DOT/ TRAI certificate for the proposed sites
7.	Experience of bidder (prime bidder) in establishing, implementation of call center technology and managing call center operations of at least 10 seats on turnkey basis within the last 5 years in India or abroad.	<ul> <li>Relevant client certificate for establishing and managing call center operations of at least 10 seats on turnkey basis within the last 5 years.</li> <li>Or</li> <li>Work order/LOI along with the project completion certificate or equivalent document establishing the said criterion, as per forms enclosed in Annexure-2</li> </ul>
8.	As on date of submission of the bid, the bidder should not be blacklisted by any Government entity in India (in case of consortium, none of the members should be blacklisted by any Government entity in India)	Certificate duly signed by authorized signatory As per Form enclosed in Annexure 1.
9.	The Bidder should have obtained an ISO 27001:2013 & ISO20000 certification	Copy of the certificate
10.	Bidder should provide an undertaking for providing adequate data and information security	As per Annexure-1 Undertaking for Data and Information and Security

Note:

- Bidders need to ensure compliance to all the eligibility criteria points. The decision of the ETTSA shall be final and binding in this regard.
- The Bidders meeting the eligibility criteria will be shortlisted for the Phase 2 Technical Proposal Evaluation.

#### **1.6.2** Technical Qualification Criteria (Stage-2)

This evaluation will be carried out on a total score of 100 on the basis of the following evaluation parameters defined in this section.

The evaluation methodology is further broken down into sub areas as under.

SI. No	Evaluation Criteria	Description	Maximum marks	Minimum passing marks
1	Relevant Experience	Evaluation of experience of managing Call Centers in India/abroad	40	18
2	Team Profile	Evaluation of Bidder's proposed team for the engagement including	30	12
3	Completeness of Solution Proposed	Call Center technology proposed Approach during initial setup period, operations period.	30	18
		Total	100	60

Any critical noncompliance / deviations may lead to disqualification of the Bidder. The scores will be evaluated taking as a whole number.

Bidders achieving the minimum passing mark for ALL of the individual evaluation activities from Sr. No. 1 to 3 will be considered eligible for Commercial evaluation process

The minimum qualifying aggregate technical score for Stage 2 will be 60% of total score for the technical evaluation. Only those bidders who qualify through the Stage 2 - Technical evaluation stage will be short listed for commercial evaluation.

Also ETTSA may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise is resorted to. Technical Evaluation Criteria Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations.

#### 1.6.3 Scoring Model

#### 1.6.3.1 Relevant Experience

The bidder is required to provide documentary evidence of its relevant past experience for the various parameters identified in the table below.

# Request for Selection of Vendor to Setup and Manage Helpdesk as a Service for Department of Excise and Taxation, Punjab

S. No.	Past Experience	Score
A	Implementing and Managing Call Centre operations for any client is India with over 10 FTEs (for each client) during the last 5 years on the date of publication of	
	3 or more Clients	20
	2 clients	16
	1 client	12
	No Client	0
В	Should have experience in completion of turnkey projects worth 3 Cr or above.	
	3 or more Clients	20
	2 clients	16
	1 client	12
	No Client	0

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score at least 60% % in the (given) defined scoring mechanism would be considered technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened.

#### 1.6.3.2 Completeness of Solution Proposed

#	Citation	Areas to be Evaluated	Documen tary	Mark s
1	Call Center technology deployed	Currency of the technology deployed.	OEM's certification for currency of product.	10
2	Overall Solution	<ul> <li>Functional architecture, Application &amp; Infrastructure deployment architecture:</li> <li>Modularity of the system Scalability to handle future call by adding additional computer and no constraints on the application</li> <li>Triaging capability with 3<sup>rd</sup> party CRM tools.</li> <li>Business Continuity Offering (DR)</li> <li>Risk and mitigation Plan</li> <li>Plan to handle multiple stakeholders</li> </ul>	Design & Solution Plan	10

Approach	Approach for project implementation and	Design	Plan	&	10
for	bidder's plan for performing the required	Solution			
Implement	services as detailed in scope of work in				
ation of	the tender/RFP and to meet the desired				
the project	SLAs				
1   	for Implement ation of	forbidder's plan for performing the requiredImplementservices as detailed in scope of work in	for bidder's plan for performing the required Solution Implement services as detailed in scope of work in ation of the tender/RFP and to meet the desired	for bidder's plan for performing the required Solution Implement services as detailed in scope of work in ation of the tender/RFP and to meet the desired	forbidder's plan for performing the requiredSolutionImplementservices as detailed in scope of work inationofthe tender/RFP and to meet the desiredthe tender/RFPation

#### 1.6.3.3 Team Profile

For a project of such a large scale and complexity, it is imperative that Service Provider shall deploy experiences professionals to ensure successful execution of this project. The SP will in its proposal include the names and detailed curriculum vitae of their key personnel who will be working full time on this project.

#	Criteria	Criteria Details	Marks Allotted
1.	Resource Deployment Plan	Bidder would be evaluated for Resource Deployment Plan & Governance Structure	09
2.	Project Manager/ Team leader	Shall fulfill basic minimum qualification as mentioned in tender/RFP in terms of	12
3.	Trainer	Qualification & Certification	03
4.	CSR as per required qualifications (min 30% of offered count)	<ul> <li>Total experience</li> <li>Experience in similar assignments</li> </ul>	06
то	TOTAL		

- a) **Responses received in Annexure-2: Form 6** would be used for evaluating the bidder on the skills and experience of the proposed project team and in accordance with the requirements of this project.
- b) The bidder is required to provide the governance structure/ escalation matrix and profile of all the key personals of the organization including the proposed FTEs/Agents who would support the project.

#### **1.6.4 Commercial Bid Evaluation/ Final Evaluation**

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- b. The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment

- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies and shall be in Indian Rupees.
- e. Any conditional bid would be rejected
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

#### **1.6.5** Non-Performance Clause:

In case of Non-Performance of SP (not adhering to SLA / KPI as mentioned in this tender/RFP) for 2 consecutive months the SP will be put on Notice. In case of Non-Performance for consecutive 3 months Exit Clause will be applicable as per the contract, subject to negotiations and at the discretion of ETTSA.

#### **1.7 Appointment of Vendor to Setup and manage Helpdesk**

#### 1.7.1 Award Criteria

ETTSA will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

#### 1.7.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

ETTSA reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for ETTSA action.

#### **1.7.3** Notification of Award

Prior to the expiration of the validity period, ETTSA will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, ETTSA, may request the Bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful Bidder's furnishing of Performance Bank Guarantee, ETTSA will notify each unsuccessful Bidder and return their EMD.

The ETTSA shall reserve the right to negotiate with the Bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance issued by CVC.

On this basis the draft contract agreement would be finalized for award & signing.

#### **1.7.4 Performance Guarantee**

The ETTSA will require the selected Bidder to submit the performance Guarantee of 10% of the Total Contract value quoted by him in commercial proposal. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the ETTSA at its discretion may cancel the order placed on the selected Bidder without giving any notice. ETTSA shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations

during the period or ETTSA incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

#### **1.7.5 Signing of Contract**

After the ETTSA notifies the successful Bidder that its proposal has been accepted, ETTSA shall enter into a contract, incorporating all clauses, corrigendum and the proposal of the Bidder between ETTSA and the successful Bidder. The Draft Legal Agreement is provided as a separate document as a template.

#### 1.7.6 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event ETTSA may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the ETTSA shall invoke the PBG of the most responsive Bidder.

#### 2.0 Scope of Work

The following outlines the key areas of the scope of work for this project.

2.1 Technical

The scope of work for the SP is to implement the Helpdesk as a service. The scope includes Helpdesk software/solution implementation, Information Technology (IT) infrastructure deployment, implementation, maintenance, Integration and running of the Helpdesk.

SP needs to implement and operate the Helpdesk project as a service to ETTSA. SP needs to do the appropriate solution design and sizing for the project as per the scope of work and other terms and conditions of the tender. In case SP has not considered any component/service which is necessary for the project requirement, the same needs to be brought by the SP at no additional cost to ETTSA. ETTSA proposes to have Helpdesk in Mohali.

#### 2.1.1 Execution and Establishment

Key components of the scope of work that are to be executed and deployed are as mentioned in the paragraphs below:

#### 1. Helpdesk Setup Services

The under mentioned business services shall be provisioned

- i. Inbound and Outbound (Auto / Manual) Service Calls, Emails
- ii. IVR, ACD, Dialer, Logger, Call Manager
- iii. SMS/CRM Integration

#### 2. Infrastructure & Technology

The SP shall be responsible for entire IT infrastructure required for setting up and operations of the Helpdesk for ETTSA (Excise and Taxation), including the CRM solution.

#### 3. Resources on-boarding and training

The resource related services that shall be provisioned at Helpdesk are:-

- i. Resource planning and recruitment
- ii. Resource training

#### 4. Reporting and analytics

The reports, dashboards and returns mentioned below shall be provided at the minimum. The detailed reports template requirements are provided in section- 6 and are to be made available as per the frequency mentioned.

i. MIS

- ii. Reports and dashboards
- iii. Analytics
- iv. Ad-hoc/ Customized reports / CSAT reports

#### 5. Data Storage and Archival

As per the IT security policy and ISO standards pertaining to the business requirement the data being generated during the operational period of the SP will be properly stored and archived as per the industry standard practices to be used for as per the requirement.

- i. Voice Calls.
  - a. Storage Complete Voice call data (Incoming and Outgoing) to be stored as per the latest industry practice in a safe and secure manner in an ETTSA acceptable format which needs to be shared as and when required.
  - b. Archival Complete data to be archived (Daily / Weekly) for at least 90 days in a safe and secure manner with proper backup as per the DR policy / process in an ETTSA acceptable format which needs to be shared as and when required.
- ii. Tickets
  - a. Storage Complete ticket data to be stored as per the latest industry practice in a safe and secure manner in an ETTSA acceptable format which needs to be shared as and when required.
  - b. Archival Complete data older than 180 days to be archived (Daily / Weekly) and kept for at least 5 years in a safe and secure manner with proper backup as per the DR policy / process in an ETTSA acceptable format which needs to be shared as and when required.
- iii. Emails
  - a. Storage Complete email data (Internal & external) to be stored as per the latest industry practice in a safe and secure manner in an ETTSA acceptable format which needs to be shared as and when required.
  - b. Archival Complete data older than 180 days to be archived (Daily / Weekly) and kept for at least 5 years in a safe and secure manner with proper backup as per the DR policy / process in an ETTSA acceptable format which needs to be shared as and when required.
- iv. SPI / PII (Personally Identifiable Information (PII), or Sensitive Personal Information (SPI))
  - a. Storage Complete Data to be stored as per the latest industry practice in a safe and secure manner in an ETTSA acceptable format which needs to be shared as and when required.
  - b. Archival Complete data to be archived (Daily / Weekly) for at least 180 days in a safe and secure manner with proper backup as per the DR policy / process in an ETTSA acceptable format which needs to be shared as and when required.

v. Purging – All Voice Calls, Emails, Tickets and SPI / PII data to be purged after the period defined above of storage as per the latest industry standards and a confirmation needs to be given to the ETTSA post purging by the SP.

#### 6. Other Requirements

Other requirements that are to be catered for are:-

- i. Integration of State helpdesk with the GST helpdesk for logging, resolution and transfer of issues / tickets based on the support structure and triaging capability with 3rd party CRM tools. All helpdesk shall be able to log tickets with GST Call Center Solution and get a resolution with complete track and closure details within the specified response time.
- ii. Exit Process and Management shall be described in the bid to include 3 months of handover of operations to the new operator with complete data.

**Exit management Plan**: Exit Process and Management shall be described in the bid to include 3 months of handover of operations to the new operator with complete data as mentioned below:

The following items must be covered in the exit management plan:-

- i. IVR Call data. The complete call recordings of 90 days shall be made available in a readable / audible format that is acceptable to the new SP.
- ii. All archived data shall be handed over in the acceptable format agreed with ETTSA.
- iii. All ticketing data and all other taxpayer information that are captured by the SP along with data deletion certificate shall be made available in legible format post purging / degaussing.
- iv. There shall not be any disruption of services of any kind during the exit process.
- v. 30 days of hand-holding to be done by the existing SP and new SP as per the process.
- vi. Affidavit that no data / info of ETTSA / tax payers or related data is with the SP after exit shall be submitted with the ETTSA post the exit process.
- vii. Ad-hoc campaigns as and when required.

#### 7. Helpdesk Setup

Helpdesk is required to ensure that tax payers can log calls and complaints for any technical issues they face while using the GST/ other applications of department. The following is included in the scope of work of SP:

Gei	General Requirement			
	A contact number (toll free) will be taken and setup by SP. This number will be			
	published and tax payers can call on this number for their issues. The recurring			
	cost of Toll Free will be borne by ETTSA on actuals whereas one time setup cost			
1	is to be borne by SP.			
2	SP shall provide the PRI line(s) to route the number(s)			

	Helpdesk to have Interactive Voice Response (IVR) system for first level of call
3	segregation
	Standard Operating Procedures (SOPs) shall be created by SP for the Helpdesk
4	operation before the operations begin.
5	SP needs to provide Helpdesk on service model.
6	Language : Punjabi, Hindi and English
	The service window for Helpdesk is 16 X 7 X 365 (Monday to Sunday) 8 AM to 12
7	AM
	Estimated number of tax payers at the start of operations are around 2.5 Lakh.
	The call statistics will be analyzed every month for 1st Year after Go-Live and the
	number of CSEs may be ramped up or down accordingly. An increase of tax
8	payers @ 8 % per year is expected.
	The Helpdesk will serve as single point of contact for reporting/resolution of all
	tickets (queries, errors, incidents, issues either application or infrastructure or
9	operations related).
	CSR's taking calls in the Helpdesk shall have separate seats with partitioning
	along with sound proofing for providing Noise Free response to the Caller /
10	Customer.
	To ascertain the quality of calls being answered and correct resolutions being
	given to the caller / customer, 10% of the calls shall be monitored and evaluated
	by the quality team (Team lead) with a monthly report being submitted to the
11	ETTSA management as mentioned in the SLA (Section 5).
	SP will also provide access to the connectivity provider team (L2/L3) to access the
	ticketing tool being used for working and updating tickets. Additionally, SP would
	also provide access to the ETTSA to the ticketing tool for working on tickets that
12	needs intervention from ETTSA.

#### 8. Selection of manpower

The expected growth of Taxpayer (Dealer) is 8 % annually. The factoring of the CSR's shall be based on the metrics report and mutual consent of ETTSA.

- i. SP shall select & deploy the skilled and qualified manpower required for running the Call center.
- Minimum Manpower Profile Manpower deployed by SP for Call center shall comply with minimum qualification as mentioned in the section 4 (Team Composition).
- iii. Manpower profiles could be audited by ETTSA at any time with/without any notice.
- iv. SP shall submit an undertaking with the periodic invoice declaring the compliance to minimum manpower profile.

#### 9. Training to Helpdesk manpower

a. Considering the nature of the services, training is an important aspect of the Call Center. SP shall make arrangements for imparting proper training in soft skills; call handling, exposure to related application so as to prepare the CSEs to answer different types of queries.

- b. The SP shall ensure that all the CSEs are put on actual duty only after providing them proper training on at least the following areas:
  - i. Soft Skills.
  - ii. Call handling
  - iii. Department's business/ application(s) work flow.
- c. The SP shall include the cost of training the resources for any new process, modules, etc., in the per seat cost quoted in the price bid.
- d. Before deployment of CSE, he/she need to undergo training for at least a week time covering above areas. Certificate of such training need to be submitted on quarterly basis to ETTSA.

#### 2.2 Functional Scope

The functional and business documentation on which the helpdesk will provide support to the tax payers is tabulated below. The functional and business domain information shall be provided by ETTSA to the SP. This content will need to be populated in the Knowledge Management System of the SP. The below mentioned is a broader functional scope and indicative only. It will change later on which the SP needs to adhere to and prepare training materials for the helpdesk.

Sr No	Module	Sub Modules
1	Tax payer Registration and Approval	<ul> <li>New Registration</li> <li>Additional Registration</li> <li>Amendment in registration</li> <li>Surrender of Registration</li> <li>Creation of GSTIN</li> <li>Approval of Registration</li> <li>Rejection of Registration</li> </ul>
2	Periodic Return filing	<ul> <li>Monthly Returns</li> <li>Quarterly Returns</li> <li>Annual Returns</li> </ul>
3	Invoice upload and Auto draft Purchase ledger	<ul> <li>Upload of item level Invoice details at FO portal</li> <li>Filling of item level Invoice details at FO portal</li> <li>Creation of invoice level draft purchase ledger</li> <li>Downloading and uploading of purchase ledger</li> <li>Accepting, modifying, deleting, adding invoices</li> </ul>
4	Tax Payment and integration with agency Banks	<ul> <li>Creation of challan</li> <li>Generating CPIN</li> <li>Integration with e-Focal branch of Banks</li> <li>Intimation of collections to Accounting Authorities</li> <li>Reconciliation of payments with RBI scrolls</li> <li>Credit of payment to dealer</li> </ul>
5	Input tax credit matching	<ul> <li>ITC matching for all categories of taxes (No ITC for Additional Taxes)</li> </ul>

Sr No	Module	Sub Modules
6	ITC and Tax Payer Ledger	<ul> <li>Creation of Taxpayer Ledger containing:</li> <li>Outstanding liabilities under GST including tax, interest, penalties, etc.</li> <li>ITC available as well as utilized for different type of taxes</li> <li>Liabilities discharged</li> <li>Taxes deposited, etc.</li> <li>Unutilized tax deposits and ITC</li> <li>Details of Bonds, securities filed by the dealer</li> </ul>
7	GST settlement	<ul> <li>Creation of business rules for IGST settlement</li> <li>Creation of IGST Settlement ledgers for each State/UT and Central Govt.</li> <li>Settlement of net balance of IGST between IGST/SGST and IGST/CGST</li> <li>MIS Reports for tax payers, tax officials and other stake holders</li> <li>Pre- generated Reports</li> <li>Standard Reports</li> <li>Ad-hoc reports</li> </ul>
8	API's for Integration with States/UT, CBEC, Banks and other 3rd party systems (GSP)	<ul> <li>Aadhar</li> <li>PFMS</li> <li>MCA21</li> <li>CBDT</li> <li>Banks</li> <li>State Model1</li> <li>Etc</li> </ul>
9	Tax Rules Configuration System	<ul> <li>Classification masters for goods and services</li> <li>Types of transactions and their associated rates against the classification</li> <li>Eligibility for input credit as per GST Laws</li> <li>Eligibility rules for cancellation, goods/service return</li> <li>Eligibility and rules for refunds</li> <li>Interest rates and method of calculation</li> <li>Advance tax rules and interest rates, if any</li> <li>Eligibility for tax incentives, if any (may be by category of business, place of business, activity of business)</li> <li>Input credits for Capital Goods – including exceptions associated with Capital Goods sold without full credit getting utilized</li> </ul>

Sr No	Module	Sub Modules
10	Front Office User Services	<ul> <li>GST portal homepage with login in facility</li> <li>Change password</li> <li>View and modify limited registration/contact details</li> <li>Tax payer dashboard (such as status tracking)</li> <li>Payment of taxes</li> <li>Check payment status</li> <li>Upload invoice</li> <li>Generate and file return</li> <li>View Taxpayer ledger details</li> <li>Application for ID by UN bodies</li> <li>Application for Refund</li> <li>Identified functionalities for tax officials</li> </ul>
11	Registration Approval, Cancellation and other processes	<ul> <li>Grant of Registration</li> <li>Rejection of Registration</li> <li>Amendment in Registration details</li> <li>Surrender by the taxpayer</li> <li>Cancellation by the Tax official</li> <li>Verification of Registration details post Registration by site visit etc.</li> </ul>
12	Returns processing	<ul> <li>Availability of Reports</li> <li>Pre-generated reports</li> <li>Standard reports</li> <li>Ad-hoc reports</li> <li>Process for Non-filer of returns</li> <li>Initiation of penalty proceedings</li> <li>Linking of filings with notices</li> </ul>
13	Refundoradjustmentoftax Process	<ul> <li>Issue of Unique ID to UN bodies</li> <li>Extension of due date of filing returns</li> <li>Delegation of Work</li> </ul>
14	Back Office User Services	<ul> <li>Processing refund applications</li> <li>Integration with ICEGATE system of Customs</li> <li>Rectification of tax period</li> </ul>
15	Scrutiny	<ul> <li>Identification of inaccurate or defective returns</li> <li>Initiation of verification proceedings</li> <li>Reconciliation of taxpayer returns</li> </ul>
16	Audit	<ul> <li>Selection and allocation process</li> <li>Configuration of Risk Parameters and assigning weightage to the same</li> <li>Selection of audit cases based on risk parameters</li> <li>Allocation of audit cases to audit teams</li> </ul>
17	Audit process	<ul> <li>Generation of notice</li> <li>Creation of records and information</li> <li>Recording of audit reports</li> </ul>

Sr No	Module	Sub Modules
18	Adjudication and Appeal Process	<ul> <li>Allocation of adjudication cases (Common or different for all taxes is yet to be decided)</li> <li>Creation of Online Demand and Collection register</li> <li>Filing and processing of First Appeal (Commissioner)</li> <li>Filing and processing of Second Appeal (Tribunal)</li> <li>Updating and recording of information in case of Appeal to High Court/Supreme Court</li> <li>Integration with other modules</li> </ul>

#### 2.2.1 Non-Functional

#### a. Audit Trail

S No	Non Functional Requirement
3110	Non Functional Requirement
	The system shall allow archiving of queries which shall include both text and
	voice recording. Audit trail of archival with time and date stamp, will be
1	automatically maintained by the system.
	The system shall allow recovery of data in case of hardware failure and data
	corruption. It shall be able to perform recovery to a point of time, to known
2	backup database.
3	The system shall ensure that the audit files are stored in un-editable formats
	The system shall be capable of providing Audit Trail: Audit trail of Time
	Stamp & User ID stamp for the following:-
	a) Service Name
	b) Status of the Query
4	c) Caller Mobile Number
5	The system shall maintain audit trail of any update in the status of the query.
	It shall be possible to audit users at the form level, user level and at the
6	Organizational role level.
	Audit system shall be centralized, secured and shall provide detail insight in
7	audit data (who did what, to what data and when)
/	
	The system shall enforce separation of duties between auditors and
8	administrator
	The system shall provide direct access to the auditor's to view audit reports
9	and shall be able create custom reports
	The system shall have the ability to identify users that have exploited access
	privileges, identify root causes of conflicts and be capable of interrogating the
10	security log
	and shall be able create custom reports The system shall have the ability to identify users that have exploited access privileges, identify root causes of conflicts and be capable of interrogating the

#### b. Security

Sr	
No	Non Functional Requirement
	The system shall be capable of providing Authorization by the User Name, User
1	Role
2	The system shall be capable of providing One user multiple roles and vice versa
3	The system shall be capable of providing automatic timeout for user (log out)

	The system shall be able to allow definition of rules for password composition
4	and password encryption.
	System shall support configurable password policies including Password expiry
5	Password history and reuse policy
	Session limits must exist for the application. For each session type, there must
6	be Limit the maximum time length of an idle session.
	System shall allow to delegate access. For example, an executive can designate
	an assistant as a substitute/ delegated authority, allowing that assistant to
	perform authorized activities such as create, edit transactions on behalf of that
	executive. The audit thereafter shall state that the action was performed by the
7	proxy user on behalf of a particular user
	System shall display an appropriate warning message upon user logon. The
	warning message need not include the following four general elements verbatim
	but must convey the same meaning:-
	a) Use of system constitutes the user's consent to monitoring.
8	<ul> <li>b) Use of system is limited to official Login use only.</li> <li>c) Notice that this is a Login system</li> </ul>
9	The database shall support role based access control, user based privileges
10	The system shall encrypt data before transferring over a network.
11	The system shall encrypt the data stored in the database
12	There shall be backup and recovery of the data at an agreed frequency
	There shall be no screen print, no copy/paste option, no Local Saving and pen-
13	drive/USB ports disabled.
14	Access to Internet or external mail for non-business use shall be prohibited
18	Remote connectivity to Helpdesk is not permitted
19	Compliance with ISO27001, ISO20000, ISO 9001, IT-ACT 2008 etc.
L · •	

#### c. Availability

Sr No	Non Functional Requirement
	The system uptime shall be 98% during working hours ( 8 am to 12 am across
1	7 days)
	The dashboards and the management platform components need to be
2	available for 90% of the time.

#### d. Scalability

Sr No	Non Functional Requirement
	The solution shall be highly scalable and capable of delivering high
	performance as & when transaction volumes/ callers increases without
1	compromising on the response time

#### e. Performance

Sr No	Non Functional Requirement
1	The solution shall be able to deliver high performance as & when transaction volumes/ calls increases without compromising on the response time. System components shall be able to take load during peak hours of the baladack
-	Helpdesk.
2	The user needs to be able to launch the application quickly and log into the application with minimal latency time.

# 2.3 Operation and Maintenance (O&M) phase

SP will operate and maintain all the Call Center component of the GST/ Departments application for a period of 03 years after Go-Live date. During O&M phase, SP shall ensure that service levels are monitored on continuous basis; service levels are met and are reported to ETTSA. After Go-Live, if any system/sub- system/appliance that is deployed during the O&M phase must be added in the system only after proper induction procedures.

- a) SP needs to implement suitable Performance Improvement Process (PIP) in the project.
- b) All the manpower engaged for O&M support of the project shall be citizens of India.
- c) SP will ensure that at no time shall any data of EETSA be ported outside the geographical limits of the country.
- d) Post completion of the 3 year period, the contract can be extended, mutual agreement between ETTSA and SP. The annual increment for the extended period will be maximum 8% of the last year's cost.

## 2.3.1 Call Center Operations

Call Center shall have following major activities and tasks:

- a) Issues logged by users shall be accessed and resolved by the Call Center / Helpdesk resources within the times specified.
- b) Track and route requests for service and to assist end users in answering questions and resolving problems. Assign severity level to each ticket as per the SOPs.
- c) Acknowledgement shall be sent to user along with service ticket number through a SMS/mail.
- d) Routing the query received to the concerned team of the ETTSA for resolution of tickets (Issues that the Call Center personnel are not able to resolve).
- e) Escalate the issues/complaints, to MSP and /or ETTSA based on the issue resolution requirement as per the escalation matrix. Escalation Matrix to be prepared by SP based on the inputs from SP and ETTSA, before the Go Live date and to be shared for review and approval by ETTSA.
- f) Notifying users the problem status and resolution through the tickets over SMS/mail.
- g) All the Issues on logging (Tickets) shall be assigned severity and related priorities based on the issues. Basic guidelines for assigning severity and priorities are as follows:

Severity	Definition	Response Time	Resolution Time
Severity	<ul> <li>If the Outage (ACD/IVR/Email) impacts more than 20% of the average calls and emails (average to be calculated daily) for Helpdesk.</li> <li>IVR is not reachable or completely down with no inbound calls.</li> <li>To be resolved as per the SLA mentioned in Section 5.</li> </ul>	15 minutes	2 hours
Severity 2	<ul> <li>If the Outage (ACD/IVR/Email) impacts between 10%- 20% of the average calls and emails (average to be calculated daily) for Helpdesk.</li> <li>IVR Intermittent disruption or degradation in service as a whole not limiting to slowness.</li> <li>To be resolved as per the SLA mentioned in Section 5.</li> </ul>	30 minutes	4 hours
Severity 3	<ul> <li>If the Outage (ACD/IVR/Email) impacts less than 10% of the average calls and emails (average to be calculated daily) for Helpdesk.</li> <li>To be resolved as per the SLA mentioned in Section 5.</li> </ul>	1 hour	24 hours
Severity 4	• All Service Requests pertaining to users not amounting to break/fix to be resolved as per the SLA mentioned in Section 5.	2 hours	48 hours

- h) Each call would have a unique identifier and in case there is any query/any other request, stakeholder shall be intimated about the call id for future tracking purpose.
- ETTSA will do a random sample survey of calls on call quality as well as be involved into calls without prior notification. For this purpose administration level permissions to access all sub-systems/servers to monitor and generate reports including those required for cross- verification of SLAs and related payments will be provided by the SP.
- j) If it is observed by ETTSA that any CSR/team leader has misbehaved with a caller on telephone, or if complaint is received against any of the CSR/team leader or if his/her performance is found to be lacking in the opinion of ETTSA, ETTSA may instruct the SP to remove such person immediately and provide replacement within 1 week.
- k) Even if the call is forwarded to external entity, coordination between user and external entity would be maintained by Call Center along with informing the user on call status.
- Incidents which are not meeting SLAs and which are exceptional in nature (highly critical, wider spread etc.) shall be escalated as per defined escalation matrix.

- m) Call Center shall comply with SLAs applicable to them as mentioned in this tender/RFP. Non-adherence to SLAs shall lead to imposition of liquidated damages. Detailed SLAs are provided in Section 5 of this RFP.
- n) Continuous Improvement:
  - i. Prepare Knowledge base for frequently reported problems along with the resolution steps/solutions with ETTSA's help based on as is basis.
  - ii. On a quarterly basis, SP shall carry out the analysis of the calls (open and closed) to identify the recurring incidents and conduct a root cause analysis on the same. SP shall submit a report to ETTSA with the analysis and provide inputs to ETTSA. The objective of the analysis shall be to address the repeat incidents and enhance the delivery of services to the end users.
- o) SP shall prepare and submit reports to ETTSA team as per the mutually agreed reporting structure. These reports shall include but not limiting to the following:
  - i. Incident logs (category, severity and status of call etc.).
  - ii. Incidents escalated
  - iii. SLA compliance/non-compliance report with reasons for noncompliance
  - iv. Detailed analysis of the calls containing opportunities of automation, trainings, FAQs, etc.
  - v. Helpdesk & CSE utilization reports, benchmarked against industry standards for similar application/environment.
  - vi. MIS reports (As mentioned in section 6.
- p) All security incidents / breach needs be reported to the ETTSA on real- time basis by the SP on detection.

## 2.3.2 IT Infrastructure for Helpdesk Operations

SP shall arrange for IVR, dialer, Logger and related hardware and network components for running the Call Center.

## a) Call Center application (CRM):

- i. SP would provide and implement a comprehensive CRM solution.
- ii. CSEs would be capturing all the relevant caller information in this application for recording customer communication and shall be integrated with department's applications etc.
- iii. The SP shall provide ETTSA with all the data of this application at the end of contract period or immediately, in case of an early termination of the project/ service. The formats can be industry standard formats e.g. MS Excel, csv or MS Access DB.
- iv. SP shall provide the PRI line(s) to route the number(s)

# b) Automatic Call Distributor (ACD):

ACD distributes incoming calls to CSEs as they are received. It shall have at least the following features:

- i. System shall be able to intelligently route the callers to CSEs based on their availability to take calls on first come first serve basis.
- Standard features like Call Transfer, Conference, Call Barge in (off- site and on-site both), Dialed Number Identification Sequence (DNIS), Automatic Number Identification (ANI), and Caller Line Identification (CLI) etc.
- iii. System shall announce the queue waiting time for the caller before getting attended by a CSEs.
- iv. System shall support the ability to play customized announcements per queue as defined by the administration.
- v. Knowledge Management System, CSAT Solution and Ticketing tool (CRM Solution).
- c) **Other Infrastructure**, but not limited to, to be provided by SP are:
  - vi. Call barging and recording software
- vii. CSEs computers, phone sets and head sets.
- viii. Connectivity between Call Center, connectivity service provider and ETTSA Support teams.
  - ix. Computers, phone sets and head sets.

## d) Selection & Deployment of Manpower

ETTSA has estimated an annual projection as provided below. The projection of Helpdesk CSR's may vary based on the reports which shall be submitted by the SP as mentioned in section - 6.

1st Year Projection: Estimate of Helpdesk CSR's. However, this is only an estimate and therefore, the SP would have to manage the call volumes on actuals and provision the CSR's accordingly.

Jul- 17	Aug- 17	Sep- 17	Oct- 17	Nov- 17	Dec- 17	Jan- 18	Feb- 18	Mar- 18	Apr- 18	May- 18	Jun- 18
Peak Load of Operation Steady State											
8	8	8	8	6	5	6	4	5	4	6	6

Table 1: Projection of CSR's

**2nd and 3<sup>rd</sup> Years Projections**: The expected growth of Taxpayer (Dealer) is 8 % annually. The factoring of the CSR's shall be based on the metrics report and mutual consent of ETTSA.

- i. SP shall select & deploy the skilled and qualified manpower required for running the Helpdesk.
- ii. Minimum Manpower Profile Manpower deployed by SP for Helpdesk shall comply with minimum qualification as mentioned in the section 4 of this RFP.
- iii. Manpower profiles could be audited by ETTSA at any time with/without any notice.
- iv. SP shall submit an undertaking with the periodic invoice declaring the compliance to minimum manpower profile.

# e) Training to Help Desk Manpower

- i. Considering the nature of the services, training is an important aspect of the Helpdesk. SP shall make arrangements for imparting proper training in soft skills; call handling, exposure to related application so as to prepare the CSEs to answer different types of queries.
- ii. The SP shall ensure that all the CSEs are put on actual duty only after providing them proper training on at least the following areas:

Sr. No.	Training Area	Responsibility
1	Soft Skills	SP
2	Call Handling procedures	SP
		SP (with support from ETTSA team)
		Note: For such training sessions,
	GST/ Department's	arrangement of logistics, travel, etc. for
	Application(s) business	the SP's resources shall be the
3	process/work flows	responsibility of the SP.

# 3. Project Timelines and payment Schedule

# 3.1 Timelines

S.no.	Deliverables	Timelines (from Signing of Contract)
1	Project Kickoff	T + 3 days
2	Commencement of Work by SP	T + 1 Week
3	Hiring of Resources by SP	T + 3 Weeks
4	Training to Resources by SP	T + 4 Weeks
5	Completion of Call Center Setup by SP	T + 5 Weeks
6	Test run by SP	T + 6 Weeks
7	Launch of Call center(Go Live)	T + 7 weeks
8	Operation and Maintenance	3 years after Go Live (T+7 Weeks)

# **3.2 Payment Schedule**

Sr No	Deliverable	Remarks
1	<ol> <li>Site Readiness (Completion of preparation of interior work with complete IT and non-IT infrastructure as per the Call Center Setup plan given in the tender/RFP) and team deployment.</li> <li>Automated Call Distribution, IVR, Dialler,</li> </ol>	No one time payment shall be applicable at any stage of setup. The Setup readiness to be verified with ETTSA at regular intervals.
	Logger, Call Manager, CRM Integration and customization readiness.	Payment shall start post one month of operations (along with
	3. Content Development and SOP Preparation	the Go-Live certificate for the
	4. User Acceptance Testing	Call Center Operations from
	5. Go-Live Certificate	ETTSA) on a monthly based on
	<ol> <li>One months of successful operations post go-live</li> </ol>	Full Time Employees deployed in that period and rates provided in the bid.

The first month will start from the date of go-live. Payments to the bidder shall be made after successful completion of the first month of operations and submission of SLA reports and as per the SLA's mentioned in Section 5. The total SLA penalty imposed on the SP for a month will be capped at 10% of the monthly billed value.

The Cost will be computed by multiplying the number of persons deployed every month with that of cost of per person per month rate.

SP shall submit all the reports as mutually agreed between ETTSA and SP, after respective period before the payment of that period. These reports may include but not limited to:

- SLA Compliance Reports
- Inbound call details

- Outbound call details
- Staffing related Report
- Any other report as requested by ETTSA.

# 4. Team Composition

The list below specifies the minimum qualification required for Key Positions identified for this project.

# 1. Project manager / team Lead.

Desired Qualification/ Minimum Requirement

- i. Education: Full Time Graduate from a reputed institute
- ii. Total Experience: Shall possess at least 5-7 years of experience in Call Center environment.
- iii. Shall have more than 3-5 years of experience as a team lead / Project Manager.
- iv. May possess Project Management certification like PMP or Prince2.
- v. Shall have led a team of more than 10 direct/indirect people.
- vi. Ability to generate good quality reports. Analytical ability to understand data and various possibilities of interpretation of the same.
- vii. Proper knowledge of Ms Office. (Excel, MS Access), Managing Weekly / Monthly MIS Database.
- viii. Excellent writing, MIS, communication, time management and multitasking skills
  - ix. Previous experience of handling e-governance projects would be an added advantage
  - x. Languages known (Read, Write and Speak): Hindi, English, Punjabi.

The Team lead should also perform the task of QA specialist. In case the project manager is not performing the task of the QA specialist, a separate QA specialist needs to be provided as per the requirements mentioned below in Point No. 2.

# 2. QA Specialist

Desired qualification/ Minimum Requirement

- i. Education: Graduate
- ii. Total Experience: At least 24 Months as CCE, with preferably 6 months in QC/QA in any process involving Service.
- iii. To use barge in as main tool and assign marks against each quality parameter as per defined norms
- iv. To participate along with TLs/ Trainers/ HR to provide specific feedback on the Quality parameters to TMs

- v. To assess quality of service being delivered by each CSR against defined parameters.
- vi. Languages known (Read, Write and Speak): Hindi, English
- vii. Excellent writing, MIS, communication, time management and multitasking skills
- viii. Shall have good knowledge of processes, soft Skills, must be a good listener and have analytical capability

## 3. Trainer

Desired qualification/ Minimum Requirement

- i. Education: Any Graduate Any Specialization
- ii. Total Experience: 18–24 Months as CSR, or 6-9 months as acting Team Leader in any process.
- iii. Shall have good knowledge of Soft Skills, Leadership qualities and excellent Communication Skills.
- iv. Conduct training for new hires and recurrent training for employees in the areas of Procurement
- v. Deliver new hire training in adherence with training Schedules -Manage Training delivery.
- vi. Conducting Testing training for Fresher's
- vii. Conducting manual / Automation testing sessions.
- viii. Maintain current understanding of policies and procedures, website changes, new products and processes of clients and customer service center
- ix. Assist with the development of training manuals, modules, and curriculum courses. Prepare all materials for training courses prior to class. Collect feedback from associates, CSR's, Supervisors, and Quality Monitoring team to identify new training needs.
- x. Maintain and update training materials as appropriate
- xi. Demonstrate ability to quickly learn and adapt to new policies and procedures, and processes of the customer service center
- xii. Languages known (Read, Write and Speak): Hindi, English, and Punjabi.

## 4. Customer Service Representative

Desired qualification/ Minimum Requirement

- i. Minimum graduation, preferably commerce graduate/Certified Accounting Technicians/ CA / ICWA / CS.
- ii. Able to fluently speak, read and write in Hindi and English and Punjabi.
- iii. Able to communicate confidently and politely, with good speaking skills. Experience of at least 1 year in a Technical Helpdesk (L1) role.

# 5. SLA and Penalties

# 5.1 Severity and Priorities:-

Severity	Definition	Response Time	Resolution Time
Severity	<ul> <li>If the Outage (ACD/IVR/Email) impacts more than 20% of the average calls and emails (average to be calculated daily) for Helpdesk.</li> <li>IVR is not reachable or completely down with no inbound calls.</li> </ul>	15 minutes	2 hours
1		minutes	2 110015
Severity	<ul> <li>If the Outage (ACD/IVR/Email) impacts between 10%- 20% of the average calls and emails (average to be calculated daily) for Helpdesk.</li> <li>IVR Intermittent disruption or degradation in</li> </ul>	30	
2	service as a whole not limiting to slowness.	minutes	4 hours
Severity 3	<ul> <li>If the Outage (ACD/IVR/Email) impacts less than 10% of the average calls and emails (average to be calculated daily) for Helpdesk.</li> </ul>	1 hour	24 hours
	• All Service Requests pertaining to users not		21.1.5010
Severity 4	amounting to break/fix to be resolved as per the SLA	2 hours	48 hours
4	JLA	2 hours	40 110015

# 5.2 Penalties & SLA

Sr No	Measurement	Definition	Calculation	Measurement Interval	Reporting Period	Target	Penalty
1	System uptime (Voice response available to customer)	It will be calculated based on formula "Total uptime in Minutes/ Total minutes of operation in a month". This will be calculated for service window for 16- hour, 7- Days /week. For example, if the system was down for 1 hours and up for 479 hours; Uptime will be (479/(30 days X16 hours)) X 100= 99.70%	1st working day to the last working day of each calendar month	Daily	Monthly	>=98% >=95% but <98% >= 90% but < 95% <90%	Nil 2% of the Monthly billed value 5% of the Monthly billed value 10% of monthly billed amount
2	Average Speed to Answer(ASA)	This is the time a CSR takes to answerthe call once it lands on ACD.It is the Percentage of callsattended within 20 seconds from thecallerchoosingtospeak to an CSR.	1st working day to the last working day of each calendar month	Daily	Monthly	>=90% >=80% and <90% <80%	Nil 2% of the Monthly billed value 5% of the Monthly billed value
3	Call abandonment rate (unanswered calls by operators)	This measures % of calls where the caller has requested for a CSR but got disconnected before being answered to the CSR. (only calls that get disconnected after 20 seconds from transfer to the ACD from the IVRS will be considered for computation of this SLA)	1st working day to the last working day of each calendar month	Daily	Monthly	<5% 5-10% 10%-15% <15%	Nil 2% of the Monthly billed value 5% of the Monthly billed value 10% of monthly billed amount
4	Average Handle Time (AHT)	This is a measure that refers to how long it takes to manage a call. AHT shall be calculated as the sum of the average talk time, hold time and wrap time for all calls in the helpdesk.	1st working day to the last working day of each calendar month	Daily	Monthly	<300 seconds >300 seconds	Nil 0.5% of monthly bill value for every 30 second slab over 300 Seconds (applicable post 3 months from the go live date based on the base lined figure of first 3 months).
5	Penalties against Severity response and resolution in Section 5.1	SP to meet the response and resolution timelines as mentioned in the Severity matrix	Of each calendar month	Daily	Monthly	<98% for Severity 1 tickets <95% for Severity 2 tickets <90% for Severity 3 & 4 tickets	<ul><li>3% of monthly billed amount</li><li>2% of monthly billed amount</li><li>2% of monthly billed amount</li></ul>

# 5.3 Liquidity Damages (LD)

In case of delay in Go-live beyond the timeline specified in such case liquidated damages shall be applicable on the first years total contract value based on the 1<sup>st</sup> year projection mentioned in the section 2.3.2 Clause d.

Condition	LD%							
Delay of more than one week of the prescribed timeline of	2.5%	of	first	year	total			
Go-live	contra	act v	alue.					
Delay of more than two weeks of the prescribed timeline	5.0%	of	first	year	total			
of Go-live	contra	act v	alue.					
Delay of more than three weeks of the prescribed timeline	7.5%	of	first	year	total			
of Go-live	contra	act v	alue.					
Delay of more than four weeks of the prescribed timeline	10.0%	of	first y	ear to	tal			
of Go-live	contra	act v	alue.					
For delay more than four weeks contract may be considered for cancellation.								

# 6. Reports required

SI No	Functional requirement – MIS (management information System)
1	<ul> <li>MIS shall generate reports based on:-</li> <li>i. Type of queries/grievances</li> <li>ii. State wise</li> <li>iii. Jurisdiction wise</li> <li>iv. Repeat Request/Complaints</li> <li>v. CSAT Weekly data</li> <li>vi. Detailed Analytics on all the SLA's, reasons for non-compliance, call</li> </ul>
	statistics, eg: distribution of calls, time wise etc.
2	It shall generate different types of reports on Number of calls:- i. Total Number of Calls- Inbound ii. Number of Calls Diverted to Call Center CSR's from IVR iii. Number of calls dropped on the IVR stage iv. Number of calls transferred to other Call centre
3	It shall generate Queue analysis reports. The below mentioned queue analysis list is including but not limited to:- Number of Waiting Calls i. Average Call Time ii. Average Waiting Time iii. Abandoned Calls iv. Daily Moving Average for calls
4	It shall generate CSR reports (Summary for All the CSR's, and Detailed by each CSR's): i. Login & Logout Time ii. Average Speed of Answer Time iii. Average Talk Time iv. Average Handling Time

	Y Average Held Time
	v. Average Hold Time
	vi. Average Wrap up time
	vii. Number of Dropped Calls before Pickup
	viii.Number of Dropped Calls after Pickup
	ix. Idle Time
	x. Time CSR is Ready
	xi. Number of Call Backs
	xii. No answer
5	It shall provide flexible report formats, in xls, txt or any other user- friendly
	structure including graphics from time to time. All reports shall be
	validated by a third party certified tool with no manual changes.
6	Standard reports(like IVRS,ACD etc) shall be generated on hourly, daily,
	weekly, monthly, quarterly, half yearly and yearly
7	Any other report as desired by ETTSA.

# 7. Miscellaneous

# **Estimated Volumetric for Call Center:**

The estimated tax payer base stands at approx. 2.5 L.

Heads	Calculation
Total Users	2,50,000
Assuming 20% of tax payers will call Helpdesk	50,000
Average call Duration (In minutes)	4
Total mins clocked in a month	2,00,000
Avg. mins clocked by agent per day	400
Number of Agents needed in a month	500
Average Waiting time (In minutes)	2.5
Updated Agent Count	200
Agents per day	6.6
Rounding off the result	7
Agents count, after adding 10% buffer for	
unforeseen circumstances	8

The requirement during go-live period may go up significantly and hence, the number of peak seats is estimated 8 per day (16 hours of operation). This is expected to continue till 4 months after go live when regular as well as compounding taxpayers will file returns. From Fifth month onwards, steady state has been assumed where requirement of seats is estimated to be 6 per day. Month wise estimate of seats assuming a go-live date of 1<sup>st</sup> July 2017 is given below:

Jul- 17	Aug- 17	Sep- 17	Oct- 17	Nov- 17	Dec- 17	Jan- 18	Feb- 18	Mar- 18	Apr- 18	May- 18	Jun- 18
Peak Load of Operation				Steady	/ State						
8	8	8	8	6	5	6	4	5	4	6	6

<u>\*However, this is only an estimate and therefore, the SP would have</u> to manage the call volumes on actuals and provision the CSR's accordingly.

# **Ramp-Down Expectations:-**

% Ramp up/down of seats	Time needed for Onboarding / Off boarding		
If up to 10% Increase/decrease	Within 3 Weeks from the date of intimation		
If 10- 20% Increase/decrease	Within 5 Weeks from the date of intimation		
More than 20% Increase/decrease	Within 6 Weeks from the date of intimation		

# 8. Special Instructions to Bidders

- 1. All entries in the Bid form should be legible and filled clearly. Any overwriting or correction which is unavoidable has to be signed by the authorized signatory.
- 2. Each page of the Bid document and papers submitted along with, should be numbered, signed and stamped by the authorized signatory as a token of acceptance of the terms and conditions laid down by ETTSA.
- 3. The bidder shall quote for all the items of Financial Bid failing which the bid shall be considered nonresponsive, incomplete and bid will be summarily rejected.
- 4. Bid incomplete in any way will be rejected out rightly. Similarly conditional Bids will also be rejected out rightly.
- Pre-Qualification and Technical Bids will be scrutinized, by the evaluation committee as constituted by ETTSA to check all requisite and relevant documents and their authenticity. The Bidders who's Technical Bids are accepted will be informed about the date and time of opening the Financial Bids.
- 6. In case the successful Bidder declines the offer of Contract, for whatsoever reason(s), his EMD will be forfeited.
- 7. Force Majeure:
  - a. Definition
    - i. For the purposes of this Purchase order, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
    - ii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
  - b. Measures to be Taken
    - i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Purchase order as far as is reasonably practical, and shall take all reasonable measures to

minimize the consequences of any event of Force Majeure.

- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- iii. Any period within which a Party shall, pursuant to this Purchase order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- iv. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to arbitration clause of this Purchase order.

## 8. Termination:

- A. **Termination for Cause**: ETTSA may terminate the Contract, upon written notice to the Service Provider:
- (a) In the event of arising of any of the following events:
  - i. The Service Provider fails to deliver the services or perform the works within the timelines specified in the Contract; or
  - ii. The Service Provider commits breach of any of the terms and conditions of this Contract; or
  - iii. The Serious discrepancy in the quality of service is observed; or Provided, before terminating the Contract upon any of the aforesaid grounds (i) to (iii), ETTSA shall first serve a thirty days' (30) written notice to the Service Provider requiring him to cure the breach. If the Service Provider fails to cure the breach, within the aforesaid 30 days period, ETTSA shall have an option to forthwith terminate the Contract by notifying in writing thereon to the Service Provider.
- (b) In case of any third party IPR breach arises against ETTSA or confidentiality breach caused by the Service Provider or willful misconduct of the Service Provider. In case of termination for cause, ETTSA shall be entitled to recover loss and damages suffered by it on account for Service Provider's breach of the contract.
- B. ETTSA may terminate the Contract, upon written notice to the Service Provider, if it becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors rights or otherwise ceases to conduct business in the normal course; provided that this right to termination shall not apply if the

other party is ordered to be wound up by the court for the purpose of a bona fide reconstruction or amalgamation.

C. **Termination for convenience**: ETTSA reserves the right to terminate the Contract, in whole or in part, at its convenience, by serving a written notice of 60 days' to the Service Provider, at any time during the currency of the Contract.

The aforesaid notice shall specify that the termination is for the convenience of ETTSA. The notice shall also indicate inter-alia, the extent to which the Service Provider performance under the contract is terminated, and the date with effect from which such termination will become effective.

In the event of termination for convenience, ETTSA will pay to the Service Provider all fees payable against the works and services completed by the Service Provider and accepted by ETTSA up to the date of termination of the Contract.

## 9. Tendering Expense:

The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. ETTSA will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

## 10. Alteration and Withdrawal of Tender:

The Bidder, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a Bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the Bidder in its tender.

# **11.**Contacting ETTSA

From the time of submission of tender to the time of awarding the contract, if a Bidder needs to contact ETTSA for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

In case a Bidder attempts to influence ETTSA in ETTSA's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the Bidder shall be liable for rejection in addition to appropriate

administrative actions being taken against that Bidder, as deemed fit by ETTSA.

#### 12. Disqualification:

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this tender:

- a) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
- b) During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.
- c) The bidder's proposal is conditional and has deviations from the terms and conditions of tender.
- d) Proposal is received in incomplete form.
- e) Proposal is received after due date and time.
- f) Proposal is not accompanied by all the requisite documents.
- g) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- h) Financial bid is enclosed with the same envelope as technical bid.
- i) Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- j) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately.

#### **13.** Entire agreement:

This Agreement together with all the Annexures referred therein, LOA, Purchase Order and all the contents and specifications of the tender/RFP, constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraud, misrepresentation and corrupt practice

#### 14. Conflict in Terms:

In the event of any conflict between any two or more terms of this Agreement, the term more favorable for ETTSA, shall be final.

#### 15. Arbitration:

a. Any unresolved dispute or difference whatsoever arising between the parties to this Agreement, out of or relating to the construction,

meaning, scope, operation or effect of this LOA/Purchase order 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. The Arbitration proceedings will be held at New Delhi, India and will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

- b. The parties agree that any decision for Award of any Arbitral Tribunal pursuant to this clause shall be a domestic award subject to the provisions of clause 27 and final, conclusive and binding upon the parties and any person affected by it. The parties also agree that any arbitration award rendered pursuant to this clause may be enforced by any court of competent jurisdiction.
- c. During any period of arbitration, the contractor shall no suspend its services.

## 16. Jurisdiction:

This Agreement shall be subject to exclusive jurisdiction of courts at Punjab only.

# 9. SPECIAL CONDITIONS OF THE CONTRACT (SCC)

## 1. Taxes & Duty:

- a) If a Bidder chooses to quote a price inclusive of Taxes and also desires to be reimbursed for variation, if any, in the taxes during the time of supply, the Bidder must clearly mention the same and also indicate the rate and quantum of tax included in its price.
- b) Subject to sub clauses 1 (a) above, any change in tax upward/downward as a result of any statutory variation in tax taking place within contract terms shall be allowed to the extent of actual quantum of Tax paid by the Service Provider. In case of downward revision in tax, the actual quantum of reduction of tax shall be reimbursed to ETTSA by the Service Provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Agency.

## 2. <u>Authentication of bids:</u>

Bid should be accompanied by an authorization in the name of the signatory of the bid. The authorization shall be in the form of a written power of attorney accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign.

3. Indemnities and Limitation of Liability:

The Service Provider shall indemnify ETTSA, without limitation, against all claims, suits, liability which may arise against ETTSA on account of any third party IPR breach or Service Provider's confidentiality breach or willful misconduct under the contract.

ETTSA shall be entitled to claim and the Service Provider shall indemnify ETTSA against all damages and losses suffered by ETTSA on account of Service Provider's non-performance or breach under this Agreement.

No party shall be liable for any type of consequential, indirect or incidental damages or losses, or loss of profit or good will, against another party to this contract.

## 4. Non-Disclosure:

All ETTSA's technical information, data, details, applications, papers, statements, drawings, business/customer information and other related documents forming part of order which may be communicated to or come to the knowledge of Bidder and /or its employees during the project shall be treated as absolutely confidential and Bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of ETTSA. In the event of any breach of this provision, the Bidder shall indemnify the ETTSA against any loss, cost or damage or claim by any party in respect of such breach. The bidder should execute the NDA (to be provide by ETTSA with LOA) within 7 days from the date of the LOA/PO.

# 5. Use of Contract Documents and Execution:

The bidder shall not, without ETTSA's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of ETTSA in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far as may be necessary for the purposes of such performance. Any document shall remain the property of ETTSA and all copies thereof shall be returned to ETTSA on termination of the Contract.

The bidder shall not, without ETTSA's prior written consent, make use of any document or information above except for the purposes of performing the Contract.

## 6. Privacy and Security safeguards

The successful bidder shall not publish or disclose in any manner, without the ETTSA's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful bidder under this contract or existing at any ETTSA location. The successful bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all ETTSA data and sensitive application software. The successful bidder shall also ensure that all its employees and associated staff who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the ETTSA's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful bidder under this contract.

# 7. Confidentiality:

This document contains information confidential and proprietary to the ETTSA. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business information of the ETTSA, affiliates, and/ or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, premature termination of the contract, or legal action against the bidder for breach of trust. The information provided/ which will be provided is solely for the purpose of undertaking the services effectively.

No news release, public announcement, or any other reference to this tender/ RFP or any program there under shall be made without written consent of ETTSA. Reproduction of this tender, by photographic, electronic, or other means is strictly prohibited.

# **Annexure 1: Pre-qualification bid Templates**

## Form 1: Compliance Sheet for Pre-Qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

#	Basic Requirement	Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	r age Number
2	Power of	Copy of Power of Attorney in the	Yes / No	
_	Attorney	name of the Authorized signatory	100,110	
3	Particulars of the Bidders	As per Annexure 1: Form 2	Yes / No	
4	Earnest Money Deposit	Demand Draft / Bank Guarantee (Annexure 1: Form 3)	Yes / No	
5	Sales Turnover of SP	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor	Yes / No	
6	Net Worth	Certificate from Statutory auditor	Yes / No	
7	Technical Capability	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client	Yes / No	
8	Certifications	Copy of a valid ISO 27001:2013 & ISO 20000 certification	Yes / No	
9	Consortiums	Self-Certified Letter signed by Authorized signatory	Yes / No	
10	Legal Entity	Copy of Certificate of Incorporation; And Copy of Service Tax Registration Certificate	Yes / No	
11	Blacklisting	A self-certified letter	Yes / No	

# Form 2: Particulars of the Bidder

SI No.	Information Sought	Details to be Furnished
Α	Name and address of the bidding	
	Company	
В	Incorporation status of the firm	
	(public limited / private limited,	
	etc.)	
С	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with	
	appropriate authorities for	
	service tax	
Н	Name, Address, email, Phone	
	nos. and Mobile Number of	
	Contact Person	

## Form 3: Bank Guarantee for Earnest Money Deposit

Τo,

<Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id>

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <ETTSA>

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <ETTSA> (hereinafter called "the ETTSA") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said ETTSA, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

If the Bidder, having been notified of the acceptance of its bid by the ETTSA during the period of validity of bid

(a) Withdraws his participation from the bid during the period of validity of bid document; or

(b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

## NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

- Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- 2. This Bank Guarantee shall be valid upto *<<insert date>>*)

3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before *<<insert date>>*) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## Form 4: Number of Call Centre Agents

# **Certificate**

Yours Sincerely,

(Signature of HR head of the company) Name of the Signatory: Seal:

## Form 5: No Blacklisting Certificate (Each member in case of Consortium)

[On the letterhead of the organization]
No Blacklisting Certificate
This is to certify that (name of the organization), having registered office at
(address of the registered office), as on date of submission of the bid, the bidder has not been blacklisted by any Government entity in India.

Signature: Name of the Authorized Signatory: Designation:

# Form 6: Non- Termination Certificate ((Each member in case of Consortium)

[On the letterhead of the organization]

# Non-Termination Certificate

This is to certify that ------ (name of the organization), having registered office at -----

-----

----- (address of the registered office), as on date of submission of the bid, has not withdrawn from similar project or have not had any termination of contract from similar project with Government entities in the last 3 years.

Signature: Name of the Authorized Signatory: Designation:

# Annexure 2: Technical Proposal

Form 1: Letter of Proposal

To: <Location, Date>

<Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id>

Subject: Submission of the Technical bid for <Name of the assignment>

#### Dear Sir/Madam,

We, the undersigned, offer to provide Helpdesk Services to ETTSA on <Name of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We agree to provide the Services required to meet the SLA and submit the same along with technical proposal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,		
Authorized Signature [In full and initials]: _		
Name and Title of Signatory:		
Name of Firm:		
Address:		
Location:	Date:	
Name of Firm: Address:	Date:	

## Form 2: Number of call center agents

The bidder should provide details of number of call center agents employed for providing call center services in India. The bidder should submit a self-declaration duly signed by the HR head of the company regarding the same in the format mentioned in Annexure-1, Form – 4: Number of call center agents

#### Form3: Past Experience Instructions

Bidder should provide details of its experience in various competency areas as required by the project and as mentioned in the technical criteria in Section 1.6.2 of this RFP.

Bidder is required to submit separate credentials for each of the following competencies:

- Experience of bidder (any consortium member) in establishing and managing call centre operations of at least 10 seats on turnkey basis within the last 5 years.
- The experience of bidder (any consortium member) in the design and implementation of call center solution (i.e. integrated CRM, IVRS, CTI, Voice Logger etc.) for at least 10 users within the last 5 years.

The bidder should submit credentials that best illustrate ability to provide the services required as per the RFP. Credentials in similar environments in terms of scope coverage, implementing same solution components, magnitude in terms of calls handled or seats would be given preference.

Even if the same credential covers more than one competency, it still needs to be repeated under the specific competency heading.

The bidder needs to strictly adhere to the formats provided below and provide information against each of the line items. Any non-conformance shall constitute a deviation from RFP conditions.

The bidder should provide copy of work order and certificate of completion etc. for each project. If the bidder fails to provide the additional supporting document for any credential then that particular credential will not be considered for evaluation purpose.

Project Title:				
(Attach separate sheet for each project)				
Project Category: < <please being="" citation="" criteria="" for="" is="" mention="" relevant="" submitted="" the="" which="">&gt;</please>				
Country:	Duration of assignment (in years):			
Name and type (Government / Private) or	f Approximate value of services			
client:				
Address:	Referrals (Client side): Name: Designation: Role in the project: Contact number: Email Id:			

# Request for Selection of Vendor to Setup and Manage Helpdesk as a Service for Department of Excise and Taxation, Punjab

Start Date (month / year):	Status of the assignment (successfully			
End Date (month / year):	implemented, complemented, ongoing, under support / maintenance			
Number of professional staff provided by the bidder	Description of call centre solution set up by the bidder:			
Number of seats:	Nature of call centre: (out-bound / in- bound / both)			
Number of call centre agents for Hindi and English languages only:	Number of call centre agents for Hindi, English and regional languages as specified in RFP:			
Regional languages in which the call centre was operational (If applicable):				
Narrative description of project: (in not more than 500 words)				
Call centre technology used in implementation:				
Call centre technology used in implementation which have also been proposed in				

Project Title: (Attach separate sheet for each project)

Description of actual services provided by your staff within the assignment: (in not more than 500 words)

Relevance of assignment to current project: (in not more than 500 words)

## Form 4: Call Centre Set-up Experience

The bidder and / or any consortium member should provide their experience in competency area as required by the project and as mentioned in the technical criteria in of section 1.6.2 of this RFP.

The bidder and / or any consortium member should have set up call centres with at least 10 call centre agents within the last 5 years in India or abroad.

Bidder and / or any consortium member should provide the number of credentials as per the Technical Bid Evaluation Methodology as mentioned in the Section 1.6.2 of Technical Qualification Criteria of this RFP document. Please provide details of the assignments as per below given format.

## Note:

As applicable, please provide the following proof:

- Copy of work order and certificate of completion / self-certificate attested.
- Documentary proof for the stated number of call centre agents, attested by the client.
- This citation would be admissible only for that consortium member who has submitted citation, Formats for technical bid

Project Title:					
(Attach separate sheet for each project)					
Country	Address				
Name of client					
Location of call centre					
Total seats					
Duration of the	Start date (month / year)				
assignme nt	Date of successful				
	Implementation/Go-Live (month / year)				
	End date (month / year)				
Name of senior staff	Name				
Associated with the	Designation				
assignment	Role in the project				
	Contact number				
	Email ID				

## Form 5: Proposed Solution

Technical approach, methodology and work plan are key components of the technical bid. Bidder is required to present approach and methodology divided into the following sections:

- 1. Solution proposed
- 2. Understanding of the project (how the solution proposed is relevant to the understanding)
- 3. Technical approach and methodology

## Form 5A: Solution Proposed

S. No.	Proposed Solution (Provide the product name or write 'Custom Built' in case of a new development)	Version And Year of Release	OEM	Features and Functionalitie s	O&M Support (Warranty/ AMC) a s per RFP)	Reference in the Submitted Bid (Please provide Page number / section number / volume)

# Form 6: Proposed Team Profile

The bidder should submit the CVs of the following key personnel for evaluation of resource persons:

Sr. N o	Name of Proposed Team lead/Proposed Team Members	Position proposed for (Team Leader/Team Member)	Professional qualifications and Certifications / Accreditation s	Total years Of relevan t experience	Language (s ) known	Number of years of experienc e in the Language (s) known

Place:

# Form 7: Undertaking for Data and Information Security

All bidders must sign the Undertaking on Data Security before submitting the Tender/Request for Proposal (RFP). Bidders must comply with all clauses mentioned in this undertaking. No changes to the undertaking are allowed. The Undertaking must be executed on the bidder's company letterhead. Undertaking format is provided below. (On the Letterhead of the bidder) Strictly Private and Confidential

To: <Location, Date>

<Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <email id>

Dear Sir/ Madam,

## Subject: Undertaking for Data and Information Security

We acknowledge that during the course of bid evaluation and subsequent signing of contract with the successful bidder against Tender/ Request for Proposal (RFP) floated for Call Centre services for ETTSA, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, physical data, digital data or intellectual property nature or otherwise), whether oral or written, relating to ETTSA and its business that is provided to us pursuant to this undertaking.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

- 1 We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this undertaking) to preserve such confidentiality.
- 2 We shall use the Confidential Information solely for the preparation of our response to the Tender/RFP and subsequently showcasing our capabilities to the evaluation committee and not for any other purpose.
- 3 We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
- 4 We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].
- 5 This undertaking shall not prohibit disclosure of Confidential Information:
  - a. To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for Tender/RFP floated for call center services for ETTSA:

- b. To the extent that such disclosure is required by law;
- c. To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
- d. To our professional advisers for the purposes of our seeking advice. Such professional advisors will be informed of the need to keep the information confidential.
- 6 Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
  - a. For the purpose of a disclosure permitted by item 5 above; and
  - b. To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
- 7 This undertaking shall not apply to Confidential Information that:
  - c. Is in the public domain at the time it is acquired by us;
  - d. Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us; Is already in our possession prior to its disclosure to us; and Is independently developed by us.
- 8 This undertaking shall continue perpetually unless and to the extent that you may release it in writing.
- 9 We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
- 10 We acknowledge that no failure or delay by you in exercising any right, power or privilege under this undertaking shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
- 11 This undertaking shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Punjab courts.

Yours sincerely	
Name of Authorized Representative:	
Signature of Authorized Representative:	Verified
above signature	

Place:	
Date:	

Seal and signature of the bidder

# **Annexure 3: Financial Proposal Template**

# Form 1: Covering Letter

To: <Location, Date> <Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <Email id>

Subject: Submission of the Financial bid for <Provide Name of the Assignment>

## Dear Sir/Madam,

We, the undersigned, offer to provide the Call centre services for *<<Title of Implementation Services>>* in accordance with your Request for Proposal dated *<<Date>>* and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of *<<Amount in words and figures>>*. This amount is inclusive of the local taxes.

#### PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.

We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.

We understand that the actual payment would be made as per the existing tax rates during the time of payment.

## UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates 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.

#### **TENDER PRICING**

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

#### QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

#### **BID PRICE**

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.

## PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in the <Appendix III> of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Yours sincerely,

Authorized Signature: Name and Title of Signatory: Name of Firm: Address:

# Form 2: Financial Proposal (Pricing Format)

Cr.		Year 1				3	<b>Total Cost of Entire Project</b> (3 Years) (Inclusive of Applicable Taxes -INR)		
No.		late	lax (INR)	Total Unit Rate (Inc.Taxes)	Amount		Total Unit Cost for 3 Year	laxes	Total Cost for 3 Years
		A	В	C=A+B	D= Cx12 (months)				
1	Providing Call Centre Support Services to ETTSA								

# **Total Cost of 3 Years in Words**

.....

- 1. The Bidder have to provide costs for each year i.e. for Year 1, Year 2 and Year 3. Please add requisite columns.
- 2. The bidder is requested to quote in Indian Rupees ('INR').
- 3. Bids in currencies other than INR would not be considered.
- 4. All the rates quoted by the bidder shall remain unchanged during the period of contract.
- 5. Actual pay out for the Call Center services would be based on the actual number of FTEs deployed.
- 6. No counter condition/assumption in response to commercial bid will be accepted. ETTSA has a right to reject such bid.
- 7. Unit Prices quoted by bidder should be exclusive of taxes.
- 8. Taxes will be paid as applicable.
- 9. ETTSA reserves the right to decrease or increase the FTEs requirement as per call volume or actual requirement of ETTSA
- 10. Price quoted should be inclusive of all taxes and all other additional charges.

Signature of Authorized person: Name: Company Seal:

Date: Place:

#### Form 3: Performance Bank Guarantee

#### **PERFORMANCE SECURITY:**

<Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <Email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to ETTSA (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <</nsert Date>>)

Notwithstanding anything contained herein:

Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

This bank guarantee shall be valid up to *<Insert Expiry Date>*)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before *<Insert Expiry Date>*) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date: