Request for Proposal
for
Selection of call center agency for Operation and Maintenance of Madhya Pradesh Integrated Citizens Facilitation Service (CM Helpline)

RFP NO: 02/SAPS/2019

Issued by:

Executive Director
State Agency for Public Service (MPSAPS)
(Public Service Management Department, Govt. of Madhya Pradesh)

Contents

Abbreviations

	Acronyms	Definition
1.	ACD	Automatic call distributor
2.	ACR	Abandoned Call rate
3.	AHT	Average Handle Time
4.	App	Mobile Application for CM Helpline for citizens
5.	ASA	Average Speed of Answer
6.	BI & DA	Business Intelligence & Data Analytics
7.	BoM	Bill of Material
8.	BPR	Business Process Reengineering
9.	CCA	Call Center Agency
10.	CCEs	Call Center Executives
11.	CPC	Cost Per Call
12.	CSC	Common Service Centre
13.	FCR	First Call Resolution
14.	FRS	Functional Requirement Specification
15.	GoMP	Government of Madhya Pradesh
16.	IGRS	Integrated Grievance Redressal System
17.	ICFS	Integrated Citizens Facilitation Service
18.	MIS	Management Information System
19.	MP	Madhya Pradesh
20.	OTP	One-Time Password
21.	PBG	Performance Bank Guarantee
22.	PBH	Prime Business Hours
23.	PRI	Primary Rate Interface
24.	PSMD	Public Service Management Department
25.	RFP	Request for Proposal / Tender document
26.	SAPS	State Agency for Public Service
27.	SDD	System Design Document
28.	SDT	Service Down Time
29.	SLA	Service Level Agreement
30.	SMS	Short Message Service
31.	SOP	Standard Operating Procedure
32.	QCBS	Quality and Cost Based Selection
33.	SRS	System Requirement and Specification
34.	TAT	Turn Around Time
35.	TC	Tender Committee
36.	UAT	User Acceptance Testing

Invitation of online tenders for selection of Call Center agency for Operation and Maintenance of Madhya Pradesh Integrated Citizens Facilitation Service
(CM Helpline)

State Agency for Public Services(SAPS) under 'Public Service Management Department' Madhya Pradesh invites online tenders from eligible and reputed agencies for Operation and Maintenance of existing 230 physical seats or 460 per person shift (can be extended depending on the requirements) call center for Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) known as CM Helpline

The Tender Document can be downloaded from the website http://www.mpedistrict.gov.in , as well as e-Procurement website https://mptenders.gov.in. However, online submission of bid can only be done on https://mptenders.gov.in.

A. Bidding Data Sheet

S. No	Particulars	Details
1.	Name of Client	M.P. State Agency for Public Services(MPSAPS)
2.	Name of the Engagement	Request for Proposal for Selection of call center agency for Operation and Maintenance of Madhya Pradesh Integrated Citizens Facilitation Service (CM Helpline)
3.	Availability of the document	RFP is available and downloadable on MP e-procurement portal: (https://mptenders.gov.in) All subsequent changes to the RFP shall be published on the above-mentioned website.
4.	Document Download Start	Online at https://mptenders.gov.in from 07/03/2019 at 05:00 PM
5.	Start date of submission of Proposal	Online at https://mptenders.gov.in from 22/03/2019 at 02:30 PM
6.	Last date for Purchase of RFP	Online at https://mptenders.gov.in from 08/04/2019 at 02:30 PM
7.	Cost of RFP	Rs. 10000/- + Processing Fees (non-refundable) to be paid online through e-procurement portal.
8.	Sharing of pre-bid queries	15/03/2019 by 05:00 PM on the specified format through e-mail (loksevamp@gmail.com and director.cmhelpline@gmail.com

9.	Pre-Bid Meeting	19/03/2019 at 02:00 PM at CM Helpline office, C-21 Mall Misrod, Bhopal
10.	Earnest Money Deposit (EMD)	INR 10,00,000/- (INR Ten Lakh) to be paid online through e- Procurement portal only. (Please note that no exemption for EMD will be accepted. EMD in the form of Bank Guarantee shall not be accepted.)
11.	Last date of submission of Proposal	Online at https://mptenders.gov.in from 08/04/2019 at 02:30 PM
12.	Date and Time for opening of Technical Proposal	Online at https://mptenders.gov.in from 09/04/2019 at 02:30 PM
13.	Date and time for opening of Financial Bid	Will be notified to the technical qualified bidders
14.	Email Address	The prospective Bidder requiring any clarification to the RFP shall contact MPSAPS through email by sending the queries at loksevamp@gmail.com and director.cmhelpline@gmail.com
15.	Address for Communication	Executive Director, STATE AGENCY FOR PUBLIC SERVICES (SAPS), 4th Floor, Madhya Pradesh Text Book Corporation Building Behind Central School, Arera Hills, Bhopal, Madhya Pradesh, Pin code: 462011, Tel: - 0755-2770874

B. Pre Bid Meeting & Clarifications

i. All those who have obtained bid document can participate in pre-bid meeting to seek clarification on the bid, if any.

ii. The bidders designated representatives (Maximum 2) are invited to attend the Pre-Bid meeting at their own cost.

iii. The Bidders are requested to send their consolidated queries to email id as mentioned above

iv. The queries must be sent in an excel sheet as per the format specified below:

S. No.	Page No.	Section	Sub-section	Details	Clarification required

v. The queries not adhering the above mentioned format will not be entertained.

vi. SAPS shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by SAPS.

vii. The Bidder is required to visit the ICFS(CM Helpline) premises and physically acquaint himself fully and thoroughly of the existing and required infrastructure (IT/Non-IT)

C. Tender Checklist

The bidder is required to attach the below checklist along with bid for compliance

S. No.	Bid Enclosures	YES or NO	Page No
1	Whether technical-bid signed and stamped in all pages by the Authorised Signatory?		
2	Whether EMD and Tender Fee is attached along with the Technical Bid?		
3	**Whether Technical Bid contains the following (scanned copies):**		
3.1	Technical Proposal covering letter on the Letter Head signed and stamped by the Authorised Signatory		
3.2	Whether Certificate of Incorporation of the Bidder is submitted?		
3.3	Whether Memorandum of Understanding and Articles of Association of the Bidder is submitted?		
3.4	Invoice copies not more than 6 months old establishing the operation of		
3.5	Whether Annual Report including Balance Sheet and Profit & Loss accounts for the previous three (3) audited years for the sole Bidder/ consortium member is submitted?		
3.6	Self-declaration		
3.7	Copy of GSTIN		
3.8	Self-Certification signed by HR head and counter signed by authorized signatory stating Bidder's existing number of call center executives delivering inbound/ outbound call center services in India		
3.9	Copy of EPF and ESI registration certificate		
3.10	Whether Power of Attorney from the Bidder certifying that the Bid signatory is authorized by competent authority, is submitted?		
3.11	Whether Audited Profit and loss statements, Balance Sheets, Statutory Auditor Certificate or Certificate from the Company Secretary (or Chartered Accountant) of the Bidder clearly specifying the turnover & net worth for the specified years is submitted?		
3.12	Whether Certificate from the authorised signatory to the effect that the Bidder are not blacklisted by any of the Ministry/ Department of Government of India/ State Governments/PSUs.		
3.13	Whether all required Work Orders/ LoI/ contract/ agreement satisfactory client certificates are submitted?		
3.14	Whether CVs of the key personnel are submitted?		
315	Whether all other formats & required annexures are furnished and		
4	**Whether Financial Bid contains the following:**		
4.1	Duly filled Price Bid as per the provided excel sheet to be uploaded on eTender Portal.		

PART A- (Section-I)

INTRODUCTORY NOTE FOR THE REQUEST FOR PROPOSALS (RFP) FOR APPOINTMENT OF CALL CENTER OPERATOR

Government of Madhya Pradesh (GoMP) is operating an official Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) commonly known as CM Helpline 181. The main purpose is to create a **"Single Contact Number"** (Help line) called 'Call Centre' for identified public services rendered by the State Government and its entities to improve citizen services. Call Centre is a vital IT tool, which helps the Govt. of Madhya Pradesh to improve Citizen Services. The Call Center handles incoming and/or outgoing telephone calls; from /to the citizens and concerned officials responsible to deliver services for identified services, identified by the Government of Madhya Pradesh.

The scope of work of the Solution Provider is indicated in Part B of this document. The instructions to the Bidder along with eligibility criteria are indicated in Part C of this document. The relevant Terms and Conditions are in Part D of this document.

The Offer/Proposal should be valid up to 180 days from the last date for submission of Tenders.

PART A- (Section-II) Eligibility and Techno Evaluation Criteria

1. Eligibility Criteria

1.1 The RFP intends to consider only those organizations that have the requisite capability and competency, in terms of technical strengths, expertise in service sector, experience of carrying out similar project and financial stability to address the requirements of this project -and to provide the proposed services.

1.2 Keeping this requirement in mind, eligibility criteria have been formulated to select the service organizations/companies that have the requisite experience, competence and financial strength.

1.3 Eligibility Criteria will be used for assessing the capability and competence of the bidders.

1.4 The bids of only those bidders who meet the eligibility criteria will be evaluated further.

1.5 Bid by JV/Consortium/sub-contracting of any part is not allowed

1.6 The technical and commercial bids will not be considered for evaluation for those bidders who fail to meet eligibility criteria.

1.7 The following criteria are prescribed as eligibility criteria for bidders interested in undertaking the proposed project. Over and above the eligibility conditions, the bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by SAPS for the entire period of the contract.

1.8 The invitation to bid is open to all bidders who qualify the eligibility criteria given below:

S.No.	Criteria	Supporting Document
1	Proprietary firm or partnership firm or private or LLP or Ltd. Company or A company incorporated in India under the Companies Act, 1956 and subsequent amendments.	Copy of Certificate of Incorporation and Copy of Memorandum of Associations (MOA), Articles of Association (AOA)
2.	The Bidder should have a minimum average turnover of 10 Crores in the last three financial years (FY 15-16, FY 16-17 and FY 17-18)	a) Audited Profit and Loss Statement and Balance sheets. b) Statutory Auditor Certificate or Certificate from the Company Secretary/Chartered Accountant of the Bidder clearly specifying the Annual Turnover for the specified years.
3	The Bidder should have positive Net Worth in last three financial years (FY 15-16, FY 16-17 and FY 17-18)	a) Audited Financial Statement b) Statutory Auditor Certificate or Certificate from the Company Secretary/Chartered Accountant of the Bidder clearly specifying Net Worth for the specified years.

4	The Bidder should not have been blacklisted by any of the Ministry/ Department of Government of India/ State Governments/PSU.	Affidavit on appropriate value of Stamp (Rs. 100/-)
5	The Bidder should be registered with EPF Organization and ESI Corporation	Copy of EPF and ESI registration certification
6	The Bidder should have valid GSTIN	Copy of GSTIN
7.	Bidder must provide a copy of PAN Card	Copy of PAN Card
8.	The Bidder must have experience of a single running or successfully completed call center for at least three year in last five year with minimum 150 seats (seats=no. of seating capacity in a shift) with private/ government/PSUs clients in India	Work Order/ Letter of Intent/ Client Certificate/ Contract/ Agreement

Note: Any Bid failing to meet any of the above stated qualification criteria shall be summarily rejected and will not be considered for Technical and Financial Evaluation.

2. Technical Evaluation

The process intends to select Business Processes Outsourcing [BPO] companies who have domestic call center experience, so that this prestigious work goes to the best companies offering competitive rates. The process of selection will be in two stages; the first stage will be Prequalification. The second stage will be the price bid in which the offer of the prequalified bidders will be opened.

Marks for prequalification will be allotted on the following basis:

Technical Evaluation Criteria			
(i)	**Organizational Strength**	**25 Marks**	**Supporting document Required**
a.	Average Annual Turnover (AAT) of Bidder for last three financial years (FY 15-16, FY 16-17 and FY 17-18) INR > 20 Crore AAT : 25 Marks INR >15 Crore to INR 20 Crore: 15 Marks INR 10 Crore to INR 15 Crore: 10 Marks	25	Certificate from the Statutory Auditor, Company Secretary/Chartered Accountant of the Bidder clearly specifying the Annual Turnover
(ii)	**Past Experience**	**45 Marks**	**Supporting document Required**
a.	The Bidder must have experience of at least single running or successfully completed call center for at least three years in last five years with minimum 150 seats (seats=no. of seating capacity in a shift) with private/ government/PSUs clients in India 3 >= No. of project : 45 Marks No. of projects =2: 30 Marks No. of project = 1: 15 Marks	45	Work Order/ Letter of Intent/ Client Certification/ Contract/ Agreement. (The no. of seats/agents shall be clearly mentioned in supporting documents).
(iii)	**Manpower/Key resources**	**30 Marks**	**Supporting document Required**
a	**Operational Manager** 12 >= Year of Call Center Experience: 10 Marks 10 >=Year of Call Center Experience 8 Marks 8>= Year of Call Center Experience : 5 Marks	10	Experience certificate/joining letter/ relieving letter
b	**Call Center Manager** 10 >= Year of Call Center Experience: 10 Marks 8 >=Year of Call Center Experience 8 Marks 6>= Year of Call Center Experience : 5 Marks	10	Experience certificate/joining letter/relieving letter

c	**Data Analyst** Any global certificate in analytics with more than 5 year of Exp : 10 Marks Any global certificate in analytics with more than 3 year of Exp : 5 Marks	10	Experience certificate/joining letter/ relieving letter and copy of global certification

Note: If a bidder acquired marks below than 55% in technical evaluation then the bidder will be technically disqualified and will not be consider for financial evaluation.

2.1. Bidders should submit related information with support details, as per the evaluation criteria specified above. The qualifying criteria may be modified by the Bid evaluation committee, in the interest of the project. The Technical scores (Ts) of individual bidders based on technical proposals will be computed as follows:

Ts= 100 x T /Tm

Where, T = Total Marks obtained by individual bidder in the Technical Evaluation. Ts = Technical score of individual bidder, Tm = Maximum marks obtained by any Bidder in Technical Evaluation.

3. Financial Evaluation

3.1 The bidders who are declared technically qualified shall stand eligible for price bid opening.

3.2 The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the work and the rates and prices stated in the schedule. The rates and prices quoted shall cover all obligation of the bidder under the Contract and all items necessary for the proper completion and maintenance of the works/services. The Purchaser will examine the Price Bids to determine whether they are complete, whether any computational errors have been made and whether the bids are generally in order. The Price Bids containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the Bid Envelope are liable to be rejected.

3.3 After evaluation of all accepted proposals by the evaluation committee, Contract shall be awarded to the Bidder with highest score based on QCBS criteria.

3.4. The rates shall be quoted online in Pro-forma for Price Schedule both in figures and words clearly and digitally signed by the bidder or its authorized signatory.

3.5. Rate reasonability for bidders/agencies shall be exercised as per the discretion of the Purchaser.

3.6. The UNIT of measurement for quoting rate of the tasks specified in the Price Bid should be noted carefully before quoting rate(s). The unit shall remain un-changed & applicable as per the price schedule and quoted rate shall be considered only as per the specified unit(s) for purpose of comparison as well as placement of order. The bidder shall be bound to accept the same; else EMD shall be forfeited.

3.7. The Purchaser will open on-line Price Bid at the specified time and date.

3.8. In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bid document, the applicable rate and amount thereof shall be ascertained by the Purchaser based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Purchaser. The rate and amount so ascertained by the Purchaser shall prevail.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of EMD shall be forfeited.

3.9. The financial scores (Fs) of individual bidders based on financial proposals will be computed as follows:

$Fs = 100 \times Fl / F$ Where, F = Amount quoted by individual bidder in the financial proposal.
Fs = Financial score of individual bidder, Fl = Lowest amount quoted by bidder.

4. Evaluation of Final score and Tie breaking

4.1 The QCBS (Quality and Cost Based Selection) procedure shall be adopted for selection of bidder. The weightage for technical and financial proposal shall be as follows: -

Technical weightage (Wt) = 60%

Financial weightage (Wf) = 40%

4.2 Proposals shall finally be ranked according to Total Score (ST) which will be combined technical (St) and financial (Sf) scores using the weightage indicated in the Data sheet.

ST = Wt x Ts + Wf x Fs.

Where, ST = Total score Wt = Technical weightage Wf = financial weightage Fs = financial score Ts = Technical score. The bidder scoring maximum total score based on above formulae shall be declared as most responsive bidder and will be selected for award of contract.

4.3 In case of a tie i.e. more than one bidder being adjudged as same final score, the bidder with highest technical score figure shall be awarded the Contract.

PART B- (SCOPE OF WORK)

The vendor (the Tenderer or whose tender is accepted and who signs the agreement) shall be responsible for operation and maintenance of the existing call centre Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) or CM Helpline 181)) with required up-gradation, customization, integration and testing etc. The vendor will also integrate the call centre components write or update application software to integrate with Madhya Pradesh Government's database (if available and as required).

1. The vendor will be responsible for creation of well-furnished space (at the rate of 50 Sq.ft. per executive or as per standard) providing hardware, software, manpower, maintenance, management, development of web based packages and web enabling databases. The period of contract will be five years from the date of signing the agreement. The agreement can be extended one year at a time, for a period of maximum 5 years upon satisfactory performance by the Contractor on mutually agreeable terms or as deemed by the client.

2. The call centre will be 230 physical seats equivalents to 460 person shifts.

3. The call centre will operate in number of shifts (i.e. maximum 3 shifts) of 8 hours as desired by the client daily and will remain open on all days during the period of contract. Each shift will have number of call agents as desired by the client and agreed by the vendor. The client may require the call centre to operate round the clock, in which case, the vendor shall make required arrangements. The additional payment for this will be made for additional person shifts at the agreed rates of accepted Financial Bid. The distribution of person shifts or shift timings may vary as per requirement of the client and in all such situations the basis of payment shall be the agreed rates for person shifts.

4. The vendor will use the existing infrastructure i.e. assets, hardware, software etc. taken over from the previous vendor and shall upgrade/update/purchase (with latest technology/best in the industry) as required and asked by the client as per the agreement.

5. Best specifications shall be adopted (with latest technology/best in the industry) by the vendor for commissioning, operating and maintaining the call centre, though the minimum specifications in this regard are attached as **Annexure - H**. The vendor shall obtain Department of Telecommunications (DOT) certifications and submit copies thereof to the SAPS.

6. CCA shall be required to adhere to statutory requirements as per the Collector rate Bhopal laws & abide by the Minimum Wages Act and other related laws to CCE failing which, the state Govt. shall take necessary action against the Call Centre Agency.

7. CCA shall ensure minimum/no use of mobile phones by Call Center executives during shift(s), except during emergency cases.

8. CCA shall provide identity card to the persons engaged for the work. This card shall be given by CCA and approved by GoMP to work in the premise of Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) or CM Helpline. The CCA shall also make provisions for biometric attendance for CCEs and other staff members.

9. CCA shall be responsible for maintenance of premises and infrastructure installed at Madhya Pradesh Integrated Citizens Facilitation Service (ICFS). CCA shall be responsible for any kind of physical damage by the manpower engaged, to the Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) infrastructure.

10. The CCA shall be responsible for appropriate insurance coverage of the personnel engaged by the Agency for the job at his own cost as may be required for successful completion of the job

11. The CCA shall submit schedule/ roster of manpower to be deployed for the upcoming week in the last day of every week to the SAPS, Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) or CM Helpline representative for records.

12. CCEs are not allowed to indulge in small talk or arguments with callers even if the callers are being abusive or offensive. Agents are required to address the caller as per the script given to them for talking to callers during their training. If an agent is found to be doing otherwise, the bidder has to replace the agent immediately, without delay.

13. In special cases such as the launch of a new scheme by the government the call load increases. To handle this, informative SMS messages are to be sent out about the scheme to citizens using the SMS Gateway to pre-empt the increased load. The bidder is required to develop application for sending bulk SMS. Bulk Recorded Voice Messages can also be sent out to relay information. The system also capable to received citizen's feedback through SMS and update the complaints status automatically in the database.

14. Bidder is required to made available MIS reports to the administrators/SAPS on live basis for evaluating the performance, and the call statistics at any point of time. In case of high inbound load, bidder is required to provide facility so that outbound callers can be switched to take inbound calls.

15. The CCA shall meet the service levels as mentioned in the RFP.

16. The CCA shall provision for electricity and back up for Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) at no additional cost to GoMP. The Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) shall have minimum of two hours' battery back-up for computer systems followed with Generator back up to operate complete infrastructure.

17. The Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) call center shall have adequate redundancy options for smooth operation of the call Centre.

18. The CCA shall deploy adequate Data Analytics tool and work with GoMP and other stakeholders for integration of Data Analytics application with Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) or CM Helpline data base.

19. The supplied solution shall have the functionality to switch Inbound callers to Outbound Call takers and vice versa. Client may utilize the manpower for inbound/outbound calling based upon load & requirement of the client. In this case the applicable SLA for Inbound and Outbound will be applicable.

20. All Software licenses provided by the CCA to GoMP shall be perpetual in nature and should be on the name of client.

21. CCA shall have robust business continuity plan and get verified every year from GoMP

22. CCA to setup fully furnished office (including civil, electrical, LAN, PC, Printer, furniture, attached toilet etc.) in rooms for all nodal officers of State Government who will oversee the operations of Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) or CM Helpline.

23. CCA has to setup Archival policy system with online/live access at their own cost at the location decided by the client. The archival l

24. Noise cancellation and furniture requirement should be as per the existing infrastructure or better at first floor of Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) and approval should take from SAPS for the same.

25. CCA will provide proof of Payment of PF/wages/salaries/dues/ arrears of CCE and other staffs in every month to client.

26. Online web access of CCTV live streaming should be provided with 30 days recording by the CCA to the client which can be access from anywhere through web.

27. Bidder/Vendor/CCA may visit call center i.e. Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) with the permission of client for understanding the operation/support/ and infrastructure requirement.

28. The CCA shall be responsible for establishment and operation & maintenance of Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) call center and customization, integration and testing with existing call center (Madhya Pradesh Chief Minister Helpline outbound call center). The Call Center Operator will also integrate the call center components like Call Server, application software, CRM and Database with Madhya Pradesh CM Helpline outbound/inbound existing Process.

29. Call Center Monitoring and Analytics – The Call Center Agency shall provide minimum 5 online monitoring credentials for client to monitor KPI, SLA, agents performance on live basis with the analytical reports. Also the system should have the functionality to monitor the agents system activeness in every 30 minutes through automatic screen monitoring software which needs to be shared with the client.

30. Call Transfer and 3-Way Calling - Being able to transfer a caller to another call center, department, or permit access to a third party

31. Total Responsibility - Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed solution in the prescribed format.

32. The Call Center Agency shall provide Manufacturer's Authorization Form (MAF) from OEM for all software as well as hardware equipment/IT/Non-IT/Laptop/systems/Server supplied for the Call Center.

33.   The client may seek extension of the number of per person shift as desired by the client within the scope of this contract.

34.   Capacity building & training related to ICFS for the govt. department officials/others across the state with no additional cost as required by client and will comes within the scope of this contract

35.   CCA will ensures proper training for new CCE (minimum 15 days) and refresher training in every six month or whenever need arisen. Also CCA will share training module and calendar to the client. All CCE needs to follows a decent dress code.

36.   The development/upgradation/maintenance of Mobile App in Android and IOS platform will comes under the scope of CCA

37.   The vendor shall.

37.1   Provide physical infrastructure, hardware, software and manpower as specified in the tender document. He shall also provide business flow adherence & monitoring, monitoring tools to government officials including implementation of changes in the business flow, as & when communicated by SAPS.

37.2   Provide preventive supports such as :

37.2.1 Schedule preventive maintenance of equipment(IT & non IT)

37.2.2 Virus scans and Anti-virus updates (virus prevention, anti-virus updating and distribution).

37.2.3 Regular Backups (Onsite and Offsite backup planning)

37.2.4 Security policy creation & monitoring (Local Network Security, Application Level Security, OS Level Security, Physical Security)

37.3   Upgrade the software/hardware/antivirus etc to the latest version whenever the changes in the IT systems require, the up-gradation of the software/hardware of the call centre systems at no additional cost to the client.

37.4   Do augmentations if required, based on traffic & resource utilization.

37.5   Install safety mechanisms to prevent unauthorized access and manipulation of the technical systems and data. He shall also take technical and organizational measures to ensure that these fulfill the currently valid standards for the size of the call centre.

37.6   Change the hardware if the same are declared end of life during the duration of the agreement.

37.7   Knowledge Management

The CCA shall build a FAQ database / knowledge bank, and step by step workflow for day to day operations and for any special cases. CCA shall be required to provide & update knowledge base & FAQ database.

37.8   Analytics & Reporting

One of the main objectives of this program is not only to run a Call Centre but also to collect information and present it further to the GoMP and concern departments. The Call Center Solution shall be equipped with extensive reporting capabilities to generate various reports based on requirement. The user interface for reporting tools shall be online and GUI based. This will enable Government of Madhya Pradesh achieve better quality of services to resident citizens. The data analytics tool shall play a key role in achieving the program objectives and hence analytics should (but not limited to) generate reports based on functional requirements of the project. CCA shall be required to build the required MIS/Dashboard as required by GoMP.

37.9   Key performance Index(KPI) analytical Dashboard

The system should provide a online/web based accessible KPI based analytical dashboard which includes all the SLA performance parameters, Daily reports etc as desired by the Client. The reports generated by this KPI dashboard should be downloadable in desired format.

Note: All above requirement should be submitted to the client with documentation proof with access for validation.

38.   Intelligent answering:

38.1   The Call Centre shall have the capability of requesting the **C**alling **L**ine **I**dentification (CLI) or the **A**utomatic **N**umber **I**dentification (ANI) from the telephone system.

38.2   For every call landing on the Call centre, CLI shall be extracted to an agent as per request of customer. It shall be possible to intelligently route the calls to specific service groups, based on CLI, Auto Attendant Options or any other policy.

38.3   When the agent answers the call, the subscriber's relevant information shall be presented on the agent's computer screen, eliminating the need for the agent to repeat the questions.

38.4   The software should be capable to generate docket number to every complaint received.

39.   **Call centre Operations**: Call centre related database should be created & maintained by the vendor including all dockets & all interactions with the caller.

40.   **T**he Customer Relationship Management (CRM) shall make use of the existing databases of Madhya Pradesh Integrated Citizens Facilitation Service (ICFS), keep it secret and will not allow to anyone else to use it and/or for any other purpose.

41.   **Voice Logging:** Every call shall be logged to monitor the quality of customer interaction and identify training needs. The selection of recording shall be either automatic, triggered by certain events such as repeat calls from a number or short duration disconnection etc. or activated by the supervisor, administrator or agent by clicking of an icon on the screen but SAPS may dispense with call logging, if circumstances so warrant.

42.   **Reporting & MIS**: The system should have flexible & comprehensive reporting mechanism.

42.1   Searching & extraction of information based on any criteria can be located and extracted using pre-defined or fresh queries.

42.2   Customizable reporting. Exporting of reports in various standard formats such as Excel, Text should be possible.

43.   **Reports & Management Information System:** Summary Reports from the Call Centre on the customer calls and related status should be available. Standard reports like analysis report, summary, pending and overdue grievances shall be available. The reports shall be customized/created as per requirements of SAPS. These reports shall be besides the reports of Call Centre functioning, which will include operator's performance, login reports, server uptime, etc. with access privileges of all to the client.

44.   **Open-Ended & Flexible Software**

44.1   **T**he system software shall be open, modular and structured. System supplier shall develop the software using Standard software packages.

44.2   The solution should provide open Interfaces (API's). System should be able to integrate with other third party computer telephony applications

44.3   The design of the software shall be such that the system is easy to handle both during installation and normal operations.

44.4   The functional modularity of the software shall permit introduction of changes wherever necessary with least impact on other modules.

44.5   It shall be open ended to allow addition of new feature.

44.6   There shall be a provision for manual as well as automatic installation of the programs / software modules in case of failures.

45.   System Administration: The system shall be designed so as to enable detailed and flexible handling of the system administration, maintenance supervision and performance measurements.

45.1   The calendar management for operator commands shall be available. It shall be possible to execute any command at any time specified through man-machine command and it shall be executed when the system real time matches the time specified.

45.2   It shall be possible to store & retrieve a log of all commands and responses, along with identification of the user in each case.

45.3   A user-friendly GUI (Graphical User Interface) based utility shall be provided for easy administration of the system.

45.4   System must support online updating changes/modifications in application. It should be dynamically loaded/ assigned without switching off or disturbing the service.

46.   Security through passwords

46.1   The system should be able to provide a critical security against unauthorized access. All functions and data files should be protected. The administrator should be able to control access by assigning security privileges to agents/users. The security codes should grant or deny access according to assigned security levels.

46.2   Before entering into system, each user/agent should enter a valid user ID, biometric,/ proximity card and password. Once validated, the user/agent should be granted access to only those functions permitted within the prescribed security level.

46.3   The systems shall provide for foolproof password management system clearly defining the users/agents and their functions & access rights such as super user, supervisor, operator, technical staff etc.

46.4 The system should support the setting of an automatic threshold (number of attempts within a specific time period) for access to system management ports. If this threshold is exceeded the system must automatically disable the login.

46.5 The system should keep all the Audit log of user/agent actions and should present reports of the changes made by individual users.

46.6 Login schemes of agent and users (type of user and privileges) will be finalized with the approval of SAPS. All logins & logouts should be monitored & reported. Agents should be able to log on from any desk within the call centre.

47. Channels Supported by Chief Minister Helpline

S.No.	Campaign	Channels
1.	Inbound	• Voice • Web portal • Mobile App • Social Media • CM App • Paper
2.	Outbound	• Voice
3.	Call back	• Voice

48. Minimum Manpower

S.No.	Profile	Minimum Qualification	No.
1.	Operation Manager	(MBA/ PGDBA with 8 Years Call Center Experience)	1
2.	Call Center Manager	(MBA/ PGDBA with 6 Years Call Center Experience)	1
3.	Internal Call Quality auditor	Graduate with 3 years' experience in quality Audit	6
4.	Trainer	Graduate with 3 years' experience as trainer	4
5.	Team Lead	Graduate with 4 year experience in Call Center	1 TL for every 25 CCEs
6.	IT Team	Graduate with 2 Years' Experience in IT	4
7.	Software Developer	BE/ MCA with 3 years' Experience in Software development	2
8.	MIS expert	Graduate with 2 Years' Experience of Database and MIS	3
9.	DBA Expert	BE/ MCA with 3 years' Experience in DBA	1
10.	Data Analyst	BE/ MCA with 3 years' Experience Data analytics for using Power BI/Tableu/SAS/Hadoop/Qlik/Python	1
11.	Backend support	Graduate with 2 year experience in Call Center	16

S.No.	Profile	Minimum Qualification	No.
12.	CM Helpline Call center executives(CCE)	Minimum Higher Secondary or equivalent and Good in Hindi Typing (Google Input) and Speaking	460
13.	Security Guard		2
14.	House Keeping		6
15.	Peon		4

Note:

I. This above manpower is dedicated to CM Helpline Call center only. Involvement in task other than CM Helpline call center liable for penalty of Rs. 1000/- per instance, as well as the seating premises of all this manpower is CM Helpline only. The distribution/bifurcation of above mentioned manpower for the each shift will be decided by the client based on the requirement.

II. Manpower experience letter should be required

III. Physical CCE/manpower head Count/Presence may be verified by client on daily basis

IV. Seating capacity for manpower other than Call Center Executive is need to be setup by CCA/agency.

V. All manpower needs to be deployed on full time basis.

VI. If the manpower (Call Center Operation Manager, Call Center Manager and Data Analyst) proposed by the bidder in their bid for evaluation will be replaced during joining, MPSAPS may impose penalty to CCA @ 50,000 Rs. Per resource for replacement .

VII. First time deployment of all the resources excluding CCE within 20 days after the agreement is signed. Penalty of Rs. 1,000/- per day per resources if not deployed.

VIII. Manpower/Support staff Penalty:

Parameter	Penalty
Substitution/Replacement/ absent of manpower from Sr. no. 1, 2, 7, 9, 10 as specified in above table	**Manpower** $0 - 2^{nd}$ replacement - Nil $3^{rd} - 4^{th}$ replacement – Rs. 10,000 per replacement. $5^{th} - 6^{th}$ replacement – Rs. 15,000 per replacement. >= 7th replacement – Rs. 25,000 per replacement. I. The Client reserves the right to demand replacement of the manpower deployed by vendor, on account of non-performance or unprofessional conduct of the resource at Client site. Such replacement shall be carried out by the vendor within 4 weeks of written communication by the client, failing which the client shall invoke penalty of Rs. 1000/- per week of delay. II. If a resource need to be replaced due to unforeseen circumstances, the bidder need to give it in written to the client and only upon agreement, the replacement with the same or better profile, as indicated in the technical bid, may be carried out. III. If manpower/support staff will be absent for 3 consecutive day without the prior approval of client. Per day Rs. 500 penalty will be levied on manpower/support staff for that particular day. and will be deducted from monthly invoices.
Substitution/Replacement/ Absent of manpower from Sr. no. other than 1, 2, 7, 9, 10 and except 12, 13 ,14 and 15 as specified in above table	**Manpower** $0 - 2^{nd}$ replacement - Nil $3^{rd} - 4^{th}$ replacement – Rs. 2,000 per replacement. $5^{th} - 6^{th}$ replacement – Rs. 5,000 per replacement. $> = 7^{th}$ replacement – Rs. 10,000 per replacement. I. The Client reserves the right to demand replacement of the manpower deployed by vendor, on account of non-performance or unprofessional conduct of the resource at Client site. Such replacement shall be carried out by the vendor within 4 weeks of written communication by the client, failing which the client shall invoke penalty of Rs. 1000/- per week of delay. II. If a resource need to be replaced due to unforeseen circumstances, the bidder need to give it in written to the client and only upon agreement, the replacement with the same or better profile, as indicated in the technical bid, may be carried out. III. If manpower/support staff will be absent for 3 consecutive day without the prior approval of client. Per day Rs. 500 penalty will be levied on manpower/support staff for that particular day. and will be deducted from monthly invoices.

IX.   The following System/Laptop configuration for above manpower i.e. sr. no 1-10 is required:-

Minimum Requirement	
Processor Brand	Intel
Processor Name	Core i7
Processor Generation	8th Gen
RAM	8 GB
HDD Capacity	1 TB
RAM Frequency	2400 MHz
Graphic Processor	Intel Integrated UHD 620
OS Architecture	64 bit
Operating System	Windows 10

49.   Project Timelines

The project Timelines would start from the date of signing of contract (T). The tentative timelines is as follows:

S.N.	Activity	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6
1	Infrastructure Development/upgradation	█	█	█	█	█	█
2	System Integration	█	█	█	█		
3	Hardware Installation		█	█	█		
4	Software/ CRM Development/upgradation/ integration	█	█	█	█		
5	Application Testing					█	█
6	Manpower recruitment		█	█	█		
7	Content and SOP preparation			█	█		
8	Training					█	█
9	Commissioning						█

Note:

i.   If there is delay beyond 6 weeks the client may levy a penalty of 1% of the monthly payment for every week of delay. It may be noted that there is no maximum cap on penalty for any delays in achieving go live date.

ii.   A approval/acceptance from SAPS/Client for completion for each activity for the week as well as final acceptance is mandatorily required.

iii.   The payment will start from go live date of call center operation/Project as well as after achieving all the compliance which will be verified by the client.

50. Service Level Agreement (SLA)

50.1 SLA

This document describes the minimum acceptable level of service to be provided by the Vendor. The Service Level Agreements (SLAs) enlisted here are indicative and an exhaustive list will be prepared by SAPS on award of the contract.

S.N.	Performance Criteria	Definitions	Penalty Computation	Target	Penalty	Illustration
1	Average Call Response Time / Average Speed of Answer (ASA)	Average call response time (This is the average time for a callers waiting in a queue to be attended by an agent). Also known as Average Speed of (ASA)	Monthly	85% of incoming calls within 10 Seconds	The proposed rate of penalty would be 0.25% of the value of total cost payable per month for non-compliance to the service levels for every percentage below the expected levels of services.	Let us assume, Call Offered - 1000,Average Calls answered in 10 Sec. - 700, ASA = 70% (700/1000), SLA Breach - 15%, Penalty percentage =(15*0.25)= 3.75 % of total cost Payable per month
2	Average Handle Time (AHT) Inbound	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 CCC.	Monthly	Not more than 200 seconds	The proposed rate of penalty would be 0.15% of the value of total cost payable per month for non-compliance to the service levels for every percentage below the expected levels of services.	Let us assume, AHT Achieved - 220 Sec. Target = Less than 200 Sec. SLA Breach - 10 % (20/200) Penalty percentage = (10*0.15)= 1.5 % of total cost Payable per month
3	Abandoned Call Rate (%)	This measures % of calls where the caller has requested for an agent but got disconnected before being answered to the agent.	Monthly	Less than 1 %	The proposed rate of penalty would be 0.25% of the value of total cost payable per month for non-compliance to, the service levels for every percentage below the expected levels of services.	Let us assume, Call offered - 1000 Call Abandon - 110 SLA Achieved - 89% SLA Breach - 10% (99%-89%) Penalty percentage = (10*0.25)= 2.5 % of total cost Payable per month

4.	Adherence	Adherence is a measurement of agent's actual time of work against the time scheduled for work Adherence = AT/ST *100 = 90% AT (Available Time) = Time Spend the handling Call + Time the agent is waiting for calls or available for calls, ST (Scheduled Time) = Shift Time – Lunch/Dinner/ Break/Training	Monthly	Not less than 90%	The proposed rate of penalty would be 0.5% of the value of total CCE cost payable per month for non-compliance to, the service levels for every percentage below the expected levels of services.	Let us assume, Targeted Adherence - 90%, Total Login Hours = 8000, Agent Not Ready Hours (i.e. Break/Lunch/ Training) = 1000, Scheduled Time (7000/8000)*100 = 88% SLA Breach (90-88) = 2%, Penalty Percentage (2*0.5) = 1% of total cost payable per month
5	Call quality Score	Call Quality Audit Score will be measured through Annexure - J	Monthly	As per Annexure - J for all calls audited	The proposed rate of penalty would be 0.1% of the value of total cost payable per month for every percentage of Average Calls and 0.25% of the value of total cost payable per month for every percentage of Poor Calls. Details as per Annexure - J	Targeted Percentage - 100% SLA Achieved - 100%. No Penalty Let us assume Total Audited Calls = 100, Excellent Calls 40%, Good Calls = 20%, Average Calls = 30%, Poor Calls = 10% SLA breach = 40%(average+poor) Then Penalty % on Average Calls (30*0.1%) = 3%, Penalty % on Poor Calls (10*0.25%) = 2.5% Total Penalty = 5.5% of total cost payable per month Note: This penalty may be exempted for first three months after commissioning.

6	IVRS/Fuctionality/website/other IT related Updation time	IVRS menu/ tree / Fuctionality/website/other IT related should be updated modified within defined time frame as per the requirements from GoMP.	Monthly	Within 24 Hrs.	The IVRS menu/ tree/Fuctionality/ website/other IT related shall be updated within 24 hrs. INR 2500 for every additional 24 hour slot beyond the target, to be deducted from Monthly Payment.	Let us assume – IVRS change request is given on 20th by 12 PM of Months and IVRS modification is not done before by 12 PM of next day, 2500 penalty will be levied.
7	New report generation/ change in existing report	Any changes in the reports will be done by Call Centre Agency in the timeline mutually decided by GoMP and Call Centre Agency.	Monthly	As per the decided timeline of requirement	The changes in software/ CRM/ workflow need to be implemented in the agreed timeline. Rs. 2500 for every additional day beyond the target, to be deducted from Monthly Payment.	Let us assume – Change request timeline is given 20th of the month and Changes are not done in defined timeline, Rs. 2500 penalty will be levied for delay of each day till the implementation.
8	System Availability	Availability is defined as the ability of an end user to access and execute any of the included application functions from a functioning workstation and live network connection. For an application to be available, all of its supporting systems must be operational.	Monthly	> 99% monthly	The Purposed rate of penalty would be 1% of value of total cost payable per month for non-compliance to, the service levels for every percentage below the expected levels of services.	Let us assume, Targeted Percentage - 99% SLA Achieved - 98% Penalty percentage = 1 % of total cost Payable per month
9	Upkeep & Maintenance of Call Center	Civil & Electrical Infrastructure in Call Centre, FMS facilities provided in Call Centre including table, chair, partitions, flooring, whitewash/ distemper/ paint, ACs, Heaters, PCs, Headsets, Printers etc	Monthly	Any Issue exceeded for more than a month	The issue shall be rectified within a month. The Purposed rate of penalty would be 1% of value of total cost payable per month for non-Compliance. However, IT Items like PCs, Printers, Headsets etc are to be repaired	Let us assume – Issue Raised On 1-april-2019 and resolved on 5-may-2019, Penalty Days = 5, then Penalty Percentage (5*1) = 5% of total cost payable per month

					immediately from the spares failing which, penalty would be 1% of value of total CCE cost payable per month for every additional day beyond the target would be levied	
10.	Manpower Deployment (CCE)	Manpower Deployment under this project (As mentioned in this RFP)	Monthly	100%	• Penalty for the absent of CCE/Agent will be calculated on daily basis. If the CCE/Agents are absent for the particular day penalty of that day will be levied and will be deducted on monthly invoice.	Example: Total agents = 460, absent for a particular Day = 5, Total absent in a Month = 25, Agents/day cost = X, than the calculated penalty will be 5*X for that day & 25*X for that month.
11.	Average Handle Time (AHT) Outbound/ Call back	Average call handling time (outgoing calls): Average amount of time where Call Centre Executives are on call (Talk time + Hold Time + wrap up Time) with consumers for follow-up and feedback	Monthly	Not more than 100 seconds	The proposed rate of penalty would be 0.25% of the value of total cost payable per month for non-compliance to the service levels for every percentage below the expected levels of services.	Let us assume, AHT Achieved - 120 Sec. Target = Less than 100 Sec. SLA Breach - 20 % (20/100) Penalty percentage = (20*0.25)= 5 % of total cost Payable per month

Note:
a) The maximum penalty will be levied as per actual
b) There is no maximum penalty limit
c) Penalty for the absent of CCE/Agent will be calculated on daily basis. If the CCE/Agents are absent for the particular day penalty of that day will be levied and will be deducted on monthly invoice.
   Example: Total agents = 460, absent for a particular Day = 5, Total absent in a Month = 25, Agents/day cost = X, than the calculated penalty will be 5*X for that day & 25*X for that month.
d) If penalty for the three consecutive months will be more than 10 % of monthly invoice, than SAPS may terminate the contract and decision of the committee constituted by SAPS will be final.
e) Penalty shall be levied for delay in commissioning.
f) If CCE reshuffle from Inbound to Outbound requirement, than revised SLA will be applicable as decided by the committee constituted by SAPS.
g) Penalty shall be levied for delay in timely providing any requested upgradation/functionality/updation/credentials/service/data etc asked by the client.

50.2 Performance criteria

50.2.1 Periodic Reviews

Periodically, but no less than quarterly, the Vendor and SAPS shall review and evaluate the Vendor's performance against the performance standards set forth in this document. The Vendor shall take all steps reasonably necessary to rectify any identified deficiencies related to its performance.

50.2.2 Agent performance matrix

S.No	Performance Metric	Measure Unit	Service level
1	Average Call Response Time / Average Speed of Answer	Seconds	85% of incoming calls within 10 seconds
2	Average Call Handling Time	Seconds	Less than 200 seconds
3	Abandoned Call Rate	(%) Percentage of all incoming calls	Less than 1 %

Maintaining customer satisfaction is a critical factor and some of the metrics that are required to measure customer satisfaction are as follows:-

◆ Average call response time (This is the average time taken by callers waiting in a queue to be attended by an agent). Also known as Average Speed of Answer (ASA)

◆ Average call handling time,(This is the average amount of time during which agents work with callers, including actual talk time, hold time and after call work / wrap up time)

◆ Abandoned call rate (%) (This is the percentage of calls abandoned by a caller when a caller is in agent queue)

◆ Customer survey results (call satisfaction levels).

50.2.3 System Performance Metrics

System Availability

The Call centre system availability must be over 99%. This will be calculated on monthly basis.

Monthly report with monitoring credentials should be shared with the client.

50.2.4 Quality Assurance

The vendor shall ensure a minimum score of 95% on quality of service evaluation (service metrics and service parameters) and as per scheme designed by SAPS or an independent third party quality assurance team employed by SAPS. Till these reports are not available the quality assurance will be evaluated on vendor's quality assurance team report, prepared from time to time as desired by the SAPS.

50.2.5 Daily and Monthly Trending Reports

The following daily and monthly trending reports must be provided by the Vendor to the client with credentials for access the same in real time :

a.   Average Speed of Answer
b.   Service Level Percentage
c.   Calls Offered
d.   Calls Handled
e.   Abandoned Call Rate
f.   Average Talk Time
g.   Average Hold Time
h.   Average Handle Time
i.   Longest Delay Before Answered
j.   Outbound Call Volume
k.   Outbound Call Duration
l.   Average Delay Before Abandon
m.   Longest Delay Before Abandon
n.   After Call Work (Wrap Up)
o.   Any other reports as requested by the SAPS

50.2.6 Additional Reports

The below mentioned additional reports must be provided by the Vendor

a.   Agent Hours Report
b.   Staffing Distribution Report
c.   Biometric report with credentials
d.   CCE/Agents attrition reports
e.   Agents daily attendance report
f.   Any other report as requested by the SAPS.

The Vendor and SAPS will mutually agree on the format of the reports to be submitted by the Vendor to SAPS. If SAPS desires the Vendor to provide customized reports, the Vendor will provide customized reports at no extra cost to SAPS.

50.2.7 Additional Performance Parameters

Adherence is a measurement of agent's actual time of work against the time scheduled for work. Adherence is measured in percentage as under:-

A (Adherence) = t/T x 100

t = time spent on handling the calls + time the agent is waiting for calls or is available for calls.

T= shift time - lunch or dinner time - breaks + overtime.

'Breaks' include time for meetings, training and other required works etc. (- lunch or dinner time – breaks should be deleted)

The vender shall maintain an adherence of not less than 90%.

The vendor should ensure a minimum score of 90% on adherence. The client may require the vendor to submit reports on these two parameters periodically or as and when required by SAPS.

Note: Shift time = 8 Hours, Break/Lunch/Training = 40 Minutes (Maximum)

51. Penalty

Inability of the vendor to provide services at the service levels defined would result in breach of contract and would invoke this penalty clause. The proposed rate of penalty would be as mentioned in the SLA of the of value of total agent cost payable per month for per week of non-compliance to, the service levels for every percentage below the expected levels (i.e. performance metrics and performance parameters) of service, for that particular service or product.

Further for delay in providing services specified, a penalty @ 0.25% of the total agent cost payable for the month concerned for every week of delay for each service, shall be imposed. The total amount of penalty recoverable per month under this clause will be as per actual of the total agent cost payable for the month. There will be no overall cap for penalties. If penalty for the three consecutive months will be more than 10 % of monthly invoice, than SAPS may terminate the contract and decision of the committee constituted by SAPS will be final

PART C- (Instructions to Bidder)

1. **Period of Contract:**

   The agreement is for operation and maintenance of Madhya Pradesh Integrated Citizens Facilitation Service (ICFS). The period of contract will be five years from the date of signing the agreement. The agreement can be extended one year at a time, for a period of maximum 5 years upon satisfactory performance by the Contractor on mutually agreeable terms or as deemed by the client.

2. **Cost of Tender Document:**

   A complete set of Tender Documents may be downloaded from the website https://mptenders.gov.in The tender should be accompanied by non-refundable online payment of Rs. 10000/- +processing fees against the cost of tender document at the time of submission of the tender.

3. **Cost of Submission of Tender:**

   The Bidder shall bear all costs associated with the preparation and submission of its online tender, and SAPS will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

4. **Non-transferable Tender:**

   The tender document is not transferable. (what is the use because tender

   document is down loaded)

5. **Completeness of Tender Offer:**
   The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the Tender Documents. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder 's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

6. **Two Bid System Tender (Online Tender):**

   The offers shall be in two separate parts containing Technical and Commercial Offers. Two separate online envelopes containing the Technical and Commercial offers respectively should be submitted online on the mentioned e-procurement portal of GoMP

7. **ENVELOPE – I (Technical Offer):**

   The Technical Offer (T.O.) should be complete in all respects and contain all information asked for, except prices. It should not contain any price information. The Technical Offer must be submitted in an organized and neat manner. No documents, brochures, etc. should be submitted in loose form. All the pages should be serially numbered.

   The documentary evidence of the Bidder's qualifications to perform the Contract, shall establish to SAPS satisfaction that the Bidder is eligible as per the criteria outlined in the Qualification Requirements. This will include the following:

   a. Online document fee of Rs. 10000/- + processing Fees.

   b. Tender Offer Form (**Annexure A**) duly filled in.

   c. Online Earnest Money Deposit (Bid Security) of Rs. 10 lakh only.

   d. The documents as per qualification criteria.

   e. An identification sheet (name or business name, legal status, contact person etc.).

   f. Declaration of the Bidder that they agree with the Terms & Conditions of the Tender by signing each sheet of the tender document (Part B & D).

   g. Power of Attorney in favour of the person signing the tenders.

8. **Bid Security**

   Bidders are required to give a online Bank Guarantee through the mentioned e-Procurement portal valid up to six months from the date of submission of bids for Rs 10 Lakh (Rupees Ten Lakh) as Bid Security along with their offer. Offers made without Bid Security will be rejected. The Bank Guarantee must be of a Scheduled Bank/Nationalized Bank/Foreign Bank.

   Unsuccessful Bidder's bid security will be discharged / returned after 30 days of the date of LOA issuance to successful bidder.

   The successful Bidder's bid security will be discharged upon the Bidder executing the Contract and furnishing the performance security (PBG).

The bid security may be forfeited if a Bidder withdraws his tender during the period of bid validity or in case a successful Bidder fails:

(i)   To sign the contract in accordance with the terms and conditions

(ii)   To furnish performance security as specified in the terms and conditions

9. ENVELOPE-II (Commercial Offer):

The Commercial Offer must be given in a sealed envelope. The price bid should not contradict the Technical Offer in any manner.

Bidder should submit their prices only in the Bid Form (**Annexure - D**) given in the tender, Price quoted other than the bid form shall be liable to be rejected. The Bid Form must be filled in completely, without any errors, erasures or alterations. The prices will be inclusive of all taxes.

10. Signing of Tender Offers

The original Tender Offer shall be typed or written in ink and shall be signed by the Bidder or a person or persons duly authorized in writing to bind the Bidder to the Contract. Power-of attorney accompanying the tender offer shall indicate such authorization. All pages of the Tender Offer, shall be initialed in blue ink by the person or persons signing the Tender Offer. This will be in two different envelopes.

The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the offer.

11. Erasures or Alterations

Offers containing erasures or alterations will not be considered. There should be no handwritten material, corrections or alterations in the offer. Technical details must be completely filled up. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. SAPS may treat offers not adhering to these guidelines as non-responsive.

12. Costs, Currency and Language for bid submission

The offer must be given in Indian Rupees only and language will be English only.

13. Price

The rate in commercial offer shall be quoted on per person shift per month basis. The contractor shall be paid on the basis of this rate up to 1 year from the date of opening of Financial Bids. Thereafter price-escalation will be paid on yearly basis depending upon variation in price indices published in 'Reserve Bank of India Bulletin' a Monthly publication for materials and by Labour Bureau, Shimla for labour. For the purpose of escalation labour-component and material-component for the work are taken as 50% and 15% respectively. The amount of price-escalation for the month of claim (E_i) shall be:-

$$E_i = 0.50 \times \frac{(L_i - L_0)}{L_0} \times A_0 + 0.15 \times \frac{(M_i - M_0)}{M_0} \times A_0$$

Where

E_i = Escalation payable at constant rate monthly after completion of ith year till completion of next year and so on (i = 1, 2, 3, 4 ....). Thus E_1 will be escalation payable after one year from the date of opening of financial bids, E_2 will be escalation payable after two years from the date of opening of financial bids, and so on.

A_0= (number of person shifts for the month of claim) x (rate quoted in the commercial offer)

L_i = consumer price index for industrial workers for the month in which falls the date of completion of ith year from the date of opening of Financial Bid (i = 1,2,3…..)

L_0 = consumer price index for industrial workers for the month in which falls the date of opening of financial bid.

M_i = consumer price index for IT Hardware for the month of claim in which falls the date of completion of ith year from the date of opening of Financial Bid (i = 1,2,3…..)

M_0 = consumer price index for 'IT Hardware' for the month in which falls the date of opening of financial bid.

The payable amount of the claim for the month will be 'A_0+E_i' as explained above.

The escalated amount so paid after one year shall continue for a further period of one year after which the escalation shall be calculated again as explain above. Thus the amount paid after one year from the date of opening of financial bid, will continue till completion of two years. Thereafter escalation will be recalculated, which will continue till completion of 3 years and so on. It should be evident that the monthly amount of escalation may vary depending on number of person shifts.

One person shift will be equal to 8 hours duty performed by a call-centre worker. (One seat shall be equivalent to maximum 3 person shifts each of 8 hours period)

However lunch-breaks, holidays and leave etc shall be admissible to the call-centre workers as per applicable rules.

The basis of payment will be number of sanctioned person shifts even though the vendor may have employed more call agents during peak hours of call density.

Note: if latest guideline of Reserve Bank of India Bulletin' a Monthly publication for materials and by Labour Bureau, Shimla for labour will not published than the calculation of price escalation will be decided by the committee constituted by SAPS.

14. Submission of Tender Offers

Online Tender offers shall be submitted online only on the mentioned e-Procurement portal of GoMP not later than the time and date specified in the invitation for Tender offers. No Offline/hard copy of the bid will be accepted.

SAPS may, at its discretion, extend this deadline for submission of offers by issue of amendment in which case all rights and obligations of the purchaser and tender previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Tender Offers – Not be permitted by online e-Procurement system

16. Modification and Withdrawal of Offers:

The Bidder may withdraw his offer after its submission, if applicable/provided/allowed by e-Procurement portal prior to the closing date and time prescribed for submission of offers on the online portal. No offer can be withdrawn by the Bidder, subsequent to the closing date and time for submission of offers.

17. Preliminary Scrutiny:

Prior to the detailed evaluation, SAPS will determine the substantial responsiveness of each offer to the tender documents. For the purpose of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions (including qualification criteria) of the Tender Documents without material deviations. SAPS determination of an offer's responsiveness is to be based on the contents of the tender offer itself without recourse to existing evidence.

SAPS will scrutinize the offers to determine whether they are complete, whether required technical documents have been furnished, whether the documents have been properly signed, and whether the offers are in order.

A tender offer determined as not substantially responsive will be rejected by SAPS and the commercial bid for such Bidder will not be opened.

SAPS may waive any minor omission in a tender offer, which does not constitute a material deviation. This shall be binding on all Bidders and SAPS reserves the right of such waivers.

18. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, SAPS may, at its discretion, ask some or all Bidders for clarification on their offer. The request for such clarifications and the response shall be in writing. To speed up the tender process, SAPS, at its discretion, may ask bidders to submit clarification by means of facsimile or e-mail. In such cases, original copy of the document describing the clarifications must be sent to SAPS by means of courier / in person.

19. Evaluating and Short-listing of Bidders

SAPS will evaluate technical bids on the basis of qualification criteria and short list technically qualifying bidders. The decision of SAPS will be final.

20. Completion of Compliance of Tender Conditions and Stipulations, Price Comparisons

The Commercial Offers (Financial Bids) of only technically qualified bidders will be opened.

After opening Commercial Offers of the short-listed Bidders, if there is a discrepancy between words and figures, the amount indicated in words will prevail.

SAPS will evaluate Commercial Offers for award of the contract or negotiate as may be found reasonable.

21. Award of Contract

The Bidder whose commercial offer has been found to be the lowest will ordinarily be awarded the Contract. SAPS reserves the right to negotiate for reduction in rates with the lowest bidder. The award shall be communicated to the concerned bidder mentioning number of sanctioned person shifts.

22. SAPS' Right to Accept Any Offer or reject all Offers

SAPS reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the clients action.

23. No commitment to accept lowest or any tender

SAPS shall be under no obligation to accept the lowest or any other offer received in response to this tender notice.

24. Corrupt or fraudulent Practices

SAPS requires that the Bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

a. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

b. "fraudulent practice" means a misrepresentation of facts in order to influence a tendering process or a execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of the free and open competition; it shall also include "recommendations" in any form.

c. The Client will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

d. The Client will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, the contract.

25. Signing of Contract

The successful bidder whose tender is accepted is required to sign the agreement in Form *vide* Annexure-F within 10 days of receipt of letter of acceptance, after submission of Performance Security *vide* **clause 1** of **Part D**.

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PART D- (TERMS AND CONDITIONS OF THE CONTRACT)

1. **Security Deposit / Performance Bank Guarantee (PBG).** The successful bidder/Vendor shall furnish Security Deposit as a performance bank guarantee of 10% of contract amount, in the form of Bank Guarantee for the contract within Ten days of the receipt of notification of award / Letter of intent from SAPS. This bank guarantee should be valid for a period of 66 (sixty six) months from the date of issue of such notification or letter. On extension of the contract the successful Bidder will have to extend the validity of this bank guarantee upto 6 months beyond the period for which extension has been awarded. The proforma of the performance guarantee is given at **Annexure G**.

2. **The Scope of Work:-**The Scope of the work, deployment of staff, Trainings, etc. are defined/detailed in Part B of this Tender.

3. **Payment Terms:** The sum quoted by the Bidder for up-gradation, operation and maintenance of call centre per person shift basis for a month into multiples of the person shifts ordered minus the penalties for the breach of Service Level Agreement will be the monthly payment that will be made to the Vendor. The vendor shall submit his monthly bill mentioning details of person shifts and total amount of claim, during first week of every month following the month for which services have been rendered. After necessary checking by the client the payment will be made between the second and the third week of the month following the month for which services have been rendered. The client may require the vendor to furnish any relevant clarification/information to facilitate proper checking of the bill.

4. **Penalty:**

   The delay in providing following services will attract penalty as provided in relevant clause.

   (i) Installation/up gradation of hardware/software/applications.

   (ii) Maintenance of building.

   (iii) Installation of safety/security devices for the building.

   (iv) Payment of wages/salaries/dues of Call Centre workers.

   (v) Any other service SAPS may require the Vender to perform under this contract, not mentioned in any other clauses of the agreement.

5. **Termination of contract.**

The SAPS may in the following events after giving a prior notice and conducting investigations if required, terminate the contract forfeiting the bid security and any sums due for payment to the Vendor:-

5.1 If the value of the penalty for different services together exceeds 10% of the contract amount for 1 year.

5.2 If the Bidder becomes Bankrupt or financially insolvent during currency of the contract.

5.3 If it is found that the bidder has been convicted for any unlawful activities.

5.4 If it is found that bidder has made gross misconduct or involved in practices injurious to the image and interest of the client or has failed in performing his duties as per contract.

6. **Limitation of Liability on Termination.** If the contract is terminated except on expiration of contract, because of any of the reason stated above, SAPS will forfeit any payment due to vendor from the date of termination of contract. Any hardware/Software/Equipment installed in the campus will be forfeited and become SAPS' property. Any loss to SAPS will be recovered from the due payments, security deposits. This liability will be limited to the amount of security deposits & due payments.

7. **Confidentiality: -** Any information pertaining to the Govt. of Madhya Pradesh or any other matter concerning GOMP that comes to the knowledge of the vendor in connection with this contract will be deemed to be confidential and the contractor will be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The Solution Provider shall ensure due secrecy of information and data not intended for public distribution.

a.   The Call Centre Agency shall not misuse any Information including the name or the logo of Government of Madhya Pradesh

b.   The Call Centre Agency may only disclose Information in the following circumstances:

i.   With the prior written consent of SAPS.

ii.   To a member of the Call Centre Agency's Team ("Authorized Person") if:

•   The Authorized Person needs the Information for the performance of

obligations under this Agreement;

- The Authorized Person is aware it and is obliged to use it only for the performance of obligations under this Agreement.

c. The Call Centre Agency shall do everything reasonably possible to preserve the confidentiality of the Information including execution of a confidentiality Agreement with the members of the sub-Call Center Agency and other Call Center Agency's team members to the satisfaction of SAPS.

d. The Call Centre Agency shall notify SAPS promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Agreement or with the authority of SAPS and has to sign a Non-Disclosure Agreement as per the Annexure-I format with SAPS.

e. The Call Centre Agency shall be liable to fully recompense SAPS for any loss arising from breach of confidentiality. SAPS reserves the right to adopt legal proceedings, civil or criminal, against the Call Center Agency in relation to a dispute arising out of breach of obligation by the Call Center Agency under this clause.

The Call Centre Agency shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the Agreement for any purpose except strictly for discharging his obligation under the Agreement and no more.

8. **Intellectual Property Rights: -** The vendor will have to submit source code required documentations to SAPS and SAPS will have full rights over the source code and IPR shall belong to SAPS and vendor will not posses any rights. On changes in the source code or documentation the vendor will have to provide source code / documentation to SAPS from time to time.

9. **Security against infringement of third party Rights.** The vendor will ensure that SAPS is protected against all claims of infringement of third party Rights because of any action attributable to the vendor. As soon as such claims arise, the vendor will act immediately to extinguish all such claims & purchase such licenses at own cost. All incidentals & court fees in this regard will be solely borne by vendor himself.

10. **Conciliation** In the event of any dispute between the Vendor and SAPS, either Party may call upon a mediator to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the mediator or without the intervention of the mediator, either Party may require such dispute to be referred to a committee of 3 members constituted by SAPS, for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from

the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved either Party may refer the dispute to arbitration in accordance with the provisions of the clause "Arbitration".

11. **Arbitration:** Any Dispute which is not resolved amicably by conciliation, as provided in Article 10, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Article 11.1 below. Such arbitration shall be held in accordance with the Rules of Arbitration in force, or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration Act. The venue of such arbitration shall be Bhopal, and the language of arbitration proceedings shall be English.

    11.1 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the Secretary, Govt. of Madhya Pradesh, Department of Public Service Management. Honorarium/Remuneration to the arbitrators will be paid by the concerned parties and for the third arbitrator will shared by both the parties.

    11.2 The arbitrators shall make a reasoned award. Any Award made in any arbitration held pursuant to this Article 10 shall be final and binding on the Parties as from the date it is made, and both the Parties shall agree and undertake to carry out such Award without delay.

    11.3 Both the parties will agree that an Award may be enforced against the Bidder or SAPS, as the case may be, and their respective assets wherever situated.

    11.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

12. **Force Majeure** As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of Non-Political Event (as defined in Article 12.1) and Indirect Political Event (as defined in Article 12.2), if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

12.1 **Non-Political Event** : A Non-Political Event shall mean one or more of the following acts or events:

a. Act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);

b. Strikes or boycotts (other than those involving the Bidders, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 7 (seven) days and an aggregate period exceeding 60 (sixty) days in an Accounting Year;

c. Any judgment or order of any court of competent jurisdiction or statutory authority made against the Bidder in any proceedings for reasons other than (i) failure of the Bidder to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

d. Any event or circumstances of a nature analogous to any of the foregoing.

12.2 **Indirect Political Event**: An Indirect Political Event shall mean one or more of the following acts or events:

12.2.1 An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

12.2.2 Industry-wide or State-wide strikes or industrial action for a continuous period of 7 (seven) days and exceeding an aggregate period of 60 (sixty) days in an Accounting Year; or

12.2.3 Any event or circumstances of a nature analogous to any of the foregoing.

12.3   Duty to report Force Majeure Event

12.3.1   Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

12.3.2   The nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 30 with evidence in support thereof;

12.3.3   The estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

12.3.4   The measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

12.3.5   Any other information relevant to the Affected Party's claim.

12.4   The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

12.5   For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required under this article, and such other information as the other Party may reasonably request the Affected Party to provide.

12.6   Effect of Force Majeure Event on the Agreement

12.6.1   Upon the occurrence of any Force Majeure Event after the facility becomes operational the period of contract shall be extended by a period equal in length to the duration of the Force Majeure Event.

12.7   Allocation of costs arising out of Force Majeure: Neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

12.8 Dispute resolution In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure as defined in article 10 and 11; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

12.9 Excuse from performance of obligations: If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

12.9.1 The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

12.9.2 The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

12.9.3 When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

13. **Obligations of the Parties**

(i) **Obligations of the Vendor**

1. The vendor shall be governed by all relevant Acts (Central, State and Local Bodies) as applicable on the Call Centre operation. Every personnel of the vendor will comply with the applicable law in force.

2. The vendor shall obtain approval of the client for (i) Number of person shifts (ii) Changes in structure of Shifts and (iii) Arrangement of duty hours of call agents.

3. The vendor shall perform the services described in **'Scope of work'** and carry out his obligations there under with due diligence and efficiency in accordance with generally accepted professional techniques and practices, and observe sound management techniques. He will employ appropriate advanced technology, safe

and effective equipments, machinery and methods. He shall at all times safeguard client's (SAPS) legitimate interests in any dealings with third parties.

4. The vendor should provide the services throughout the period of assignment without any breach of any of the clauses agreement and breaks in the services. The vendor shall be liable to pay to the client compensation equal to the value of resultant damages to the client in case of any breach of the agreement or leaving the services incomplete before expiry of the contract.

5. The remuneration of the vendor pursuant to this Agreement hereof shall constitute the vendor's sole remuneration in connection with this Agreement or the Services. The vendor shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of his obligations hereunder, and the vendor shall make his best efforts to ensure that any of his personnel and agent shall not receive any such additional remuneration.

6. The vendor agrees that, during the term of this Agreement the vendor and any entity affiliated with the vendor shall be disqualified from providing goods, works or services for any project affecting the Services.

7. The vendor shall not engage and shall cause his personnel not to engage, either directly or indirectly in any business or professional activities in the State of Madhya Pradesh and elsewhere, which would conflict with the activities assigned to him under this Agreement.

8. The vendor and his personnel shall not, either during the term or within two (2) years after the expiration of this Agreement, disclose any proprietary or confidential information relating to the project, services under this Agreement or the Client's business or operations without the prior written consent of the Client.

9. The vendor shall at his own cost protect personnel, hardware, software, structures & assets etc., against any likely damage. He (i) shall acquire insurance covers at his own cost to safeguard against loss, damage and threat to life and (ii) shall provide evidence to the client immediately on his demand, showing such insurance policies and that the premiums due there for have been paid.

10. The vendor (i) shall keep accurate and systematic accounts and records in respect of the Services and expenditure, hereunder, in accordance with the accepted accounting principles and in such forms and details as will clearly identify all the relevant charges and cost, and the basis thereof; and (ii) shall permit the Client or his designated representatives periodically, and up to two years from the expiration or termination of this Agreement, to inspect the same and make

copies thereof as well as to have them audited by auditors appointed by the Client.

11. The vendor shall establish, maintain and operate the call centre in compliance to best in class specifications and norms. He is required to

submit details of the arrangements made for safety/security of employees including their conveyance arrangements and other amenities viz. breakfast, lunch, dinner tea/coffee etc. as may be required; the entire cost of which would be borne by the vendor. The breaks for lunch and breakfast etc. shall not in any way adversely affect the services provided to the callers under this agreement.

12. Vendor should make satisfactory provisions/arrangements so that the resources deployed in the call centre do not breach the security/confidentiality.

13. The vendor and the client shall jointly review and evaluate vendor's performance on all parameters viz. arrangements, services, software/hardware use, updating the system, observance of laws, compliance of instructions of SAPS, training of call agents (employees), and customer satisfaction etc. on quarterly basis. The vendor shall take all necessary steps to rectify any identified deficiencies

14. The vendor will use the existing infrastructure and assets etc. as handed over to him by the previous vendor through SAPS. The successful bidder may choose to either upgrade the existing solution to latest version or may deploy an equivalent solution after seeking prior approval of SAPS. At the time of closing of the contract, he will handover complete setup including hardware, software, source codes, passwords, all the data and other resources to the SAPS.

15. A monthly statement in suitable format including particulars of employees i.e. call agents, team leaders; manager etc. shall be submitted to the SAPS. When a new person is appointed, it should be duly reported to the client (SAPS). The client may require the Vendor to remove a Call Centre worker on ground of misconduct, non-performance or threat to security etc. The Vendor will remove such a worker from the Call Centre.

16. The vendor shall submit to the client, reports and documents demanded by the client relating to performance of the services or operation of this contract periodically as may be specified by the client.

17. The vendor will grant access in the call centre to assigns of the client, QA team, consultants & auditors etc. appointed/authorized by the SAPS for inspection on overall functioning of the call centre. Any discrepancies noticed shall be duly rectified by the vendor.

18. The vendor will appoint a person to be the nodal officer for coordinating with the client. The person identified must be available over phone at all times.

19. The vendor shall not directly or indirectly transfer, assign or sublet the contract or any part thereof under any circumstances.

20. The vendor shall bear the monthly rent, electricity and water charges of the call center premises. The vender will pay the rent of the call centre premises which will be reimbursed on actuals by SAPS. He will also carry out the routine maintenance i.e. color wash etc. as per norms fixed for the building works. He will also provide fixtures; fittings & materials etc. vide Annexure H – Specification for ICFS. The vendor shall comply with the rules / norms of building maintenance prevailing in public works department of Madhya Pradesh. Especially he will provide fire extinguishers with fire alarm systems and install other safety devices such as CCTV systems etc. as per directions of the SAPS.

(ii)   Obligations of the Client

The client will:-

1. Provide assistants to the vendor for obtaining work permits, licenses etc. required to perform the services.

2. Provide existing infrastructure taken over from the existing vendor for use in performance of the services.

3. Designate a person to be the nodal point of contact for the vendor.

4. Assist in liaisoning with other departmental agencies for gathering relevant information.

5. Release timely payments as per approved 'Financial Bid' (Annexure-D) of the Tender Documents.

6. The building for the existing ICFS (Call Centre) has been provided by the SAPS. In case of shifting of the Call Centre to another building the SAPS will bear expenses for shifting and setting up of the call centre in the new building to be provided by the SAPS. This will apply recurrently whenever the Call Centre is shifted to another building.

7. Sanction Number of person shifts required for smooth functioning of the Call Centre.

8. Order any changes in structure of shifts, arrangement of Call Agents etc as per requirement or Vendor's request.

14. Increase/Decrease in person Shifts:

14.1 The Client at his sole discretion will issue sanction of number of person Shifts. The Vendor will allow only exactly the number of Sanctioned person Shifts to be engaged for the operation of the Call Centre.

14.2 The Vendor may with the prior approval of the Client adjust the number of Call Agents and their duty hours depending upon Call Volumes during particular hours. The sanctioned number of person shifts will remain unchanged due to such adjustment or rearrangement.

14.3 The Vendor may submit a request for increase or decrease in number of person shifts giving sufficient data like, reports on service metrics/parameters etc and detailed analysis justifying the request. The client may at his sole discretion carry out necessary investigation and accordingly take an appropriate decision which shall be binding.

15. Legal Jurisdiction: All legal disputes are subject to the jurisdiction of Bhopal courts only.

16. Exit management

a. The exit management period starts, in case of expiry of Agreement, on the date when the Agreement comes to an end or in case of termination of Agreement, on the date when notice of termination is sent to the Call Centre Agency. The exit management period ends on the date agreed upon by the parties (GoMP & Call Centre Agency) or 2 months after the beginning of the exit management period, whichever is earlier.

b. Exit Management Plan: The Call Centre Agency shall provide the GoMP with a recommended exit management plan ("Exit Management Plan") as a deliverable of Phase-I which shall deal with at least the following aspects of exit management. The Plan shall be required to be approved by GoMP. In relation to the Contract as a whole and in relation to Project Implementation, and the Operation and Management SLA:

   i. A detailed program of the transfer process that could be used in conjunction with a Replacement Call Centre Agency including details of the means to be used to ensure continuing provision of the maintenance services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

   ii. plans for the communication with such of the Call Centre Agency sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Call Center Helpline operations as a

result of undertaking the transfer;

iii. Plans for provision of contingent support to GoMP, and Replacement Call Centre Agency for a reasonable period after transfer.

iv. The CCA shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

v. Each Exit Management Plan shall be presented by the CCA to and approved by GoMP/SAPS/Client or its nominated agencies.

vi. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or Scope of Work each Party shall comply with the Exit Management Plan.

vii. During the exit management period, the CCA shall use its best efforts to deliver the services.

viii. This Exit Management plan shall be furnished in writing to GoMP/SAPS/Client or its nominated agencies within 15 days from the Effective Date of this Agreement.

c. GoMP shall be entitled to serve notice in writing on the Call Centre Agency at any time during the exit management period as detailed hereinabove requiring the Call Centre Agency to provide GoMP with a complete and up to date list of the complete Assets/invetory.

d. Before the expiry of the exit management period, the Call Center Agency shall handover all the Infrastructure, IT hardware, software, mobile application, license to the GoMP and deliver entire database, logs, process documents, policies, relevant records, manuals, source code, reports and other documents pertaining to the Project and/or all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment Date; It is the responsibility of the CCA to hand over the entire system of MP ICFS Helpline in working/operational condition.

e. Before the expiry of the exit management period, the Call Center Agency shall return all the records stored to GoMP or its nominee;

f. The Call Center Agency shall comply with all other requirements as may be prescribed under Applicable Laws to complete the assignment of all the rights, title and interest of the Call Centre Agency free from all Encumbrances absolutely and free of any charge or tax to GoMP or its nominee.

g. On request by GoMP/Client, the Call Centre Agency shall effect such assignments GoMP may require in favour of GoMP, in relation to any equipment, maintenance or warranty service provision contract between Call Centre Agency and third party lessors, Agencies, and which are related to the services and reasonably necessary for the carrying out of replacement of services by GoMP.

h. The responsibility shall lie with the Call Centre Agency for the smooth transition of services during the exit management period. The responsibility of the existing Call Centre Agency shall only cease upon the satisfaction of the GoMP/Client.

i. The Successful Bidder shall be entitled to use the Assets for the duration of the exit management period, which shall be the four-month period from the date of expiry of contract, or termination of the SLA.

j. GoMP during the operation and management phase shall be entitled to serve notice in writing to the bidder to provide GoMP or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice

k. In the event, if the assets to be transferred to GoMP mortgaged to any financial institutions by the bidder, the CCA shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to GoMP or its nominated agencies.

l. All expenses occurred during transfer of assets shall be borne by the bidder.

m. That on the expiry of this clause, the bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure to GoMP

n. At any time during the exit management period, the CCA will be obliged to provide an access of information to GoMP, and/or any Replacement CCA in order to make an inventory of the Assets (including hardware / Software / Active / passive/ furniture etc.), layouts, diagrams, schematics, documentations, manuals, catalogs, archive data, IP addressing, Live data, policy documents or any other material related to ICFS and to assess the existing services being delivered.

o. CCA will promptly on the commencement of the exit management period, supply to GoMP or its nominated agencies the following:

  a. Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to ICFS, Project's Intellectual Property Rights; any other data and confidential information related to MP ICFS; All current and updated Call Center Project data as is reasonably required for purposes of the Call Center Project or for transitioning of the services to its Replacement Successful Bidder in a readily available format.

  b. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable GoMP and its nominated   agencies, or its Replacement CCA to carry out due diligence in order to transition the provision of the Services to GoMP or its nominated agencies, or its Replacement CCA (as the case may be).

p. Promptly on reasonable request at any time during the exit management period, the CCA shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to GoMP a list of all employees (with job titles and communication address) of the CCA, dedicated to providing the services at the commencement of the exit management   period;

q. To the extent that any Transfer Regulation does not apply to any employee of the CCA, Replacement CM Helpline CCA may make an

offer of employment or contract for services to such employee of the existing CCA and the existing CCA shall not enforce or impose any contractual provision that would prevent any such employee from being hired by any Replacement CM Helpline CCA.

r. All the working equipment's and movable infrastructure will be transferred in the name of GoMP as highlighted above and the new CCA will have the complete responsibility of establishing the new Centre for functioning of the service in the city.

Annexure A- (TENDER OFFER FORM)

Date:

Tender Reference

No.: To:

Dear Sir:

Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Operation and Maintenance of Madhya Pradesh Integrated Citizens Facilitation Service (CM Helpline) and Emergency Helpline for Government of Madhya Pradesh.

We undertake, if our tender is accepted, to commence Contract within 10 days from the date of receipt of your Notification of Award.

If our tender is accepted we will obtain the guarantee of bank for a sum of 10% of the Contract amount for the due performance of the Contract during the Contract period.

We agree to abide (Bid validity) by this tender for a period of 180 days from the last date for submission of the tenders.

Until a formal contract is prepared and executed, this tender offer, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

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

Dated this   day of   2019

Signature:

(In the Capacity of:)

Duly authorized to sign the tender offer for and on behalf of

Annexure B –(DETAILS OF BIDDER)

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr. No.	Item	Details
1.	Name of the Company	
2.	Mailing Address	
3.	Telephone and Fax numbers	
4.	Constitution of the Company	
5.	Name of the Managing Director	
6.	Name of the Contact Person with Designation, Address, Telephone Number, e-Mail ID	
7	Web Address	
8	Any other information that the bidder will like to share	

Date:

Place:

Signature of the Bidder

Annexure C- (Performance Statement (Qualifying Criteria))

Name of the Firm _____

1.   Number of Seats Established

S,No	Number of Seats	Location (City, Address, E-mail, Phone)

(Please submit supporting evidence)

2.   Number of Seats for a Client

S,No	Number of Seats	Name of the Client with Contact person Address and Telephone Number	Location (City and Address)

(Please submit supporting evidence)

3.   Turn Over from Domestic BPO Operation

S,No	Year	Turn Over in Rs
1	2015-16	
2	2016-17	
3	2017-18	

(Please submit supporting evidence)

4.   Registration with Department of Telecommunication (DOT).

(Please submit supporting evidence)

5.   **Whether the company has ever been blacklisted by Govt. Entity**

(Please submit Affidavit)

6.   **Whether applying as standalone basis or holding (Subsidiary Company)**

7.   **Positive cash flow :**

(Note : Write details for financial year ending March 2018)

(Please also submit certificate of Chartered Accountant)

*Please attach balance sheet and certificate from Company

CA Kindly attach any other relevant information.

Date:_____

Place: _____

<div align="right">Signature of the Bidder</div>

Annexure D – (Financial Quote)

(Should be submitted online only in the financial bid envelop)

In response to Tender No………………. dated ………….. for **Operation and Maintenance of Madhya Pradesh Integrated Citizens Facilitation Service (CM Helpline "181)** I/We hereby offer to execute the work and provide services for the centre described in 'Scope of Work' & "Obligations of the Vendor" of the bid document and appurtenant tasks within the meaning of scope of the work at the following rates on per person shift basis:-

Description of work	Unit	Rate (in INR)
Operation & maintenance of call centre of 230 physical seats equivalent to 460 person shift as given in 'Scope of Work', 'Obligations of the Vendor' and 'Specifications for Operation and Maintenance of Madhya Pradesh Integrated Citizens Facilitation Service **(CM Helpline "181)** etc. including manpower, supply installation, commissioning of new hardware, system maintenance and updating of software/hardware, furniture, fixtures, rent for electricity, water charges, routine maintenance and other requirements complete as per	Per person shift Per Month	Rs. (In figures)………….. Rs. (In words) ………….. Inclusive of all applicable taxes, duties etc.

Note-1 There may be variations in shift timings, number of staff/call agents in particular shifts. In such situation the vender will be paid only for number of sanctioned person shifts on above rates. No extra payment shall be allowed due to such changes. The Vendor shall obtain prior approval for variations in shift timings etc.

Note-2 Price escalation is payable to the contractor in accordance with relevant clause in this RFP.

Note-3 All other tasks pertinent to the contract even though may not have been mentioned in the bid document are assumed to have been included in the work.

Note-4 Deduction of taxes at source will be made as per applicable laws from the payments to be made to the vendor.

Note-5 The bidders may kindly ensure that the rate quoted is exclusive of the building premise rent.

Note – 6 CCA shall bear all personnel taxes levied or imposed on its personnel, or any other member of CCA's Team, etc. on account of payment received under the Contract

Note – 7 The price quoted by the bidder will include everything (Except PRI, Internet connection (leased line) and Premises charges) which comes under this RFP

Signatures
Name of Authorized signatory

Annexure E – (Bid Security)
Bank Guarantee

To
The Executive
Director,
State Agency for Public Services
Public Service Management Department, Govt. of M.P., Bhopal

In consideration of M/s State Agency for Public Services, Public Service Management Department, Govt. of M.P., Bhopal (hereinafter referred to as "Purchaser") having agreed to purchase services for Call Center project on outsourced model (hereinafter referred to as "Goods") from M/s ---------------------------- (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No------- dt. ------------ (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the Operation and Maintenance of Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) Call center solution, as per the terms and conditions of the said contract, to be offered by the contractor and also guaranteeing the operation & maintenance, by the contractor, call center solution as per the terms and conditions of the said contract;

1) We, -------------------------- (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto -----------------any money or moneys not exceeding a total sum of Rs--------- (Rupees-----------only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether Web Site has failed to perform as per the said contract, and also as to whether the contractor has failed to operate and maintain call center solution as per the terms and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on ------------------; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. --------- (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncancelled

and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10) Notwithstanding anything contained herein:-

   i) Our liability under this Bank Guarantee shall not exceed Rs------(Rupees-----only);

   ii) This Bank Guarantee shall be valid upto ----------------------; and

   iii) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----------------(date of expiry of Guarantee).

11) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this -------------------- day of ------------------ 2019 at ----------

For and on behalf of ------------------------- Bank.

sd/-   --------------------------------------

Annexure F- (CONTRACT FORM)

Agreement Made this_____day_____of Two thousand _____ _____ Between_____ _____ _____ _____ ____(hereinafter called "the Contractor" or "Vendor" or "Solution Provider") of the one part and State Agency for Public Services, Public Service Management Department, Govt. of MP Bhopal ("SAPS" or "Client") of the other part.

WHEREAS the contractor has submitted offer for establishing and operating Call center for Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) and Emergency Helpline; as per the terms and conditions mentioned in the tender document. Whereas such offer has been accepted and the contractor has deposited with SAPS the Performance Bank Guarantee(PBG) of 10 of the contract value i.e. the sum of Rs._____(Rupees _____only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1.   The contractor has accepted the contract on the terms and conditions set out in the tender notice no._____dated_____. The tender document will form a part of the Contract Form.

2.   Upon breach by the contractor of any of the conditions of the agreement, SAPS may issue a notice in writing, determine to put an end to this agreement without prejudice to the right of SAPS to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by SAPS which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the SAPS.

3.   This agreement shall remain in force until the expiry of 60 months from the date of signing of agreement but SAPS may cancel the contract at any time upon giving one months' notice in writing. The agreement can be extended one year at a time, for a period of maximum 5 years upon satisfactory performance by the Contractor on mutually agreeable terms or as deemed by the client.

4.   The Call center Facility will be on a Build Own Operate and Transfer (BOOT) basis. At the end of 60 months the facility will become a property of the Government of Madhya Pradesh.

5.   Notices in connection with the contract may be given by Executive Director SAPS.

6.   SAPS is also entitled to recover the cost of failure to meet the Service Level Agreement (SLA) from the payments to be made to the Contractor.

7.   In consideration of the payments to be made by SAPS to the Vendor as hereinafter mentioned the Vendor hereby covenants with SAPS to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract and the Tender.

8.   Following documents shall form part of the agreement :

   i.   Invitation of sealed tender for Operation and Maintenance of Madhya Pradesh Integrated Citizens Facilitation Service (ICFS) and subsequent corrigendum, if any.

   ii.   Part A- Introductory note for the request for proposals (RFP) for appointment of call center operator.

   iii.   Part B- Scope of Work

   iv.   Part C- Instructions to Bidders

   v.   Part D-Terms & Conditions of Contract

   vi.   Annexure A to H.

Bhopal   CONTRACTOR

Witness:

1.

2.   Executive Director, SAPS

Annexure G –(PERFORMANCE SECURITY)

TO,

The Executive Director,

State Agency for Public Services

Public Service Management Department,

Govt. of M.P., Bhopal

In consideration of M/s State Agency for Public Services Public Service Management Department, Govt. of M.P., Bhopal (hereinafter referred to as "Purchaser") having agreed to purchase services for Call Center project on outsourced model (hereinafter referred to as "Goods") from M/s ----------------------------- (hereinafter referred to as "Contractor") on the terms and conditions contained in their agreement/purchase order No------- dt. ------------ (hereinafter referred to as the "Contract") subject to the contractor furnishing a Bank Guarantee to the purchaser as to the due performance of the Call center solution , as per the terms and conditions of the said contract, to be offered by the contractor and also guaranteeing the operation & maintenance, by the contractor, call center solution as per the terms and conditions of the said contract;

1) We, --------------------------- (Bank) (hereinafter called "the Bank"), in consideration of the premises and at the request of the contractor, do hereby guarantee and undertake to pay to the purchaser, forthwith on mere demand and without any demur, at any time upto ------------------any money or moneys not exceeding a total sum of Rs-------- (Rupees-----------only) as may be claimed by the purchaser to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of failure of computer hardware to perform as per the said contract, and also failure of the contractor to maintain the computer hardware and systems as per the terms and conditions of the said contract.

2) Notwithstanding anything to the contrary, the decision of the purchaser as to whether Web Site has failed to perform as per the said contract, and also as to whether the contractor has failed to operate and maintain call center solution as per the terms   and conditions of the said contract will be final and binding on the Bank and the Bank shall not be entitled to ask the purchaser to establish its claim or claims under this Guarantee but shall pay the same to the purchaser forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by the purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the purchaser and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire on ------------------; without prejudice to the purchaser's claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e. --------- (this date should be date of expiry of Guarantee).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the purchaser under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the purchaser certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby Guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with the purchaser that the purchaser shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the purchaser against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of the purchaser or any other indulgence shown by the purchaser or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of the purchaser by any amalgamation or absorption or with the contractor, Bank or the purchaser, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by us (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncancelled

and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9)   Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

10)   Notwithstanding anything contained herein:-

   i)   Our liability under this Bank Guarantee shall not exceed Rs--------(Rupees---------only);

   ii)   This Bank Guarantee shall be valid upto ----------------------; and

   iii)   We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----------------(date of expiry of Guarantee).

11)   The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Date this -------------------- day of ------------------ 2010 at ----------

For and on behalf of ------------------------ Bank.

                                              sd/-   ---------------------------------------

Annexure H- (Specification)

(SPECIFICATIONS FOR MADHYA PRADESH INTEGRATED CITIZENS FACILITATION SERVICE (ICFS))

The below minimum specifications are only for the reference purpose and the bidder have to upgrade existing infrastructure (IT/Non-IT) as per latest technology /best in the Industry

Voice Switch:

1. Non-Blocking – The equipment should be equipped with the necessary interfaces to provide time slot to each agent extension & E1s, including non-blocking communication between equipment stacks and common control to peripheral equipment

2. BHCC – The equipment should have BHCC rating of over 60,000 calls to cater to high call traffic conditions

3. The BHCC rating of the Voice Switch should be constant irrespective of applications like ISDN, Call Center Software, IP Telephony being used

4. Capacity – The equipment should be able to handle at least 500 agents without upgrading the BHCC

5. The equipment should have an embedded Real Time UNIX based Operating System (OS), specifically designed for high traffic telephony environment rather than a general application level OS – This ensures resistance to virus attacks & software corruption

6. The Voice Switch should be inherently capable of handling TDM & IP interfaces both on trunks and extensions (Analog, Digital, IP & Soft Phones)

7. It should be possible to prioritize TDM traffic according to requirements, e.g. Trunk, Announcements should have greater time slots availability, since their usage is generally higher

8. Should have an in-skin announcement hardware to play recorded announcements to callers – should also have a broadcast capability to play messages to a large no. of callers from a fewer no. of ports

Messaging Platform:

1. Should be preferably in-skin (residing in the Voice Switch) and thereby increasing reliability & achieve immunity against external server failures

2. Should be inherently capable of handling Fax Messaging, Integration with e-mail clients, Text-to-Speech and Speech Activated Messaging in addition to traditional Voice Messaging & Auto Attendant applications

3. Should be able to provide simple drag and drop applications like Fax-On-Demand through dial call processing trees

4. Should also have a broadcast capability to play customized messages to a large no. of callers from a fewer no. of ports

5. Should support LDAP (light weight Directory Access Protocol).

6. Should seamlessly integrate with Call center Software to play prompts, Expected Wait Times / Position in Queue to callers, collect digits

7. Should allow callers to leave a queue, record a message & re-enter the queue without losing their Position in Queue

Operator Positions:

1. The operator terminal should have minimum three lines by twenty four characters display area to display

2. It should have at least two accessory ports for personnel coaching.

3. It should support group listening for group coaching.

Call center Software:

1. Open System Environment – The software should reside on a Platform Vendor Independent Hardware rather than in a proprietary Voice Switch. This will make the system easier to integrate with 3rd party CRM Software's, Host & Database applications

2. The Software should be the highest level of the Call Routing packages that the manufacturer has on offer

3. Reporting – The software should be able to generate detailed & extensive Graphical Real Time and Historical Reports on various Call Center Statistics as well as Call-by-Call (Cradle-to-Grave) reports & Supervisor Report Designer

4. The agent capacity of the Voice Switch should be constant irrespective of the no. of skillsets per agent – agent capacity should not reduce on increasing no. of skillsets

5. There should be no limitation on the no. of call flow scripts / vectors

6. Modifying the call flow (changing the script) should be on the fly and activation of the script should not require agent logout and login.

7. In a networking scenario, the agent at the remote site should be reserved before the call is transferred to the site i.e. trunk is reserved – This enables conservation of bandwidth if agent at remote site is also busy

8. When a call is received at the primary site, gets transferred to a remote site and then

is transferred back to the primary site, the call should not occupy 2 WAN channels – This enables conservation of bandwidth

9. The system should be capable of Network-wide Skill Based Routing, thereby creating a virtual pool of agents with centralized administration & management capabilities of the network skillsets

10. The system should be capable of flexible agent scheduling across the network

11. The Reporting Software should be able to generate consolidated Real Time & Historical Reports for all the network sites

12. There should be a coordinated voice & data / screen transfer possible across the network

13. The activation / deactivation of agent skillsets should be as simple as point-and-click

14. Reassigning an agent to a specific task should be as simple as drag-and-drop

15. The refresh rate of agent statistics on the Real Time Display should be as low as 0.5 secs – This enables up-to-date information to supervisors on agent performance

16. Should be possible to further customize reports using industry-standard Report Writers

17. The software should provide a Browser based Agent CTI Framework (desktop application), providing agents with Call Center information displays, Softphone capabilities, Guides, Agent Messaging, Agent Tabs for applications like Call Recording, Dialer interfaces, client for handling web collaboration etc.

18. Supervisor should be able to view real time display and generate reports from the web.

19. Collection of MIS should never get hampered due to changes in skill level or skill sets

20. In case of network outage, the same level of Skill Based Routing, CTI & Reporting should be available at the individual sites, as available when the network is functional

21. Should be possible to easily & seamlessly integrate Web Collaboration & E-mail Management software from the same manufacturer into the Call center operations and have blended agents capable of seamlessly handling voice & web callers as well as e- mails

22. Should be possible to have at least 1000 IP agent sets dispersed across a WAN supported from a single centralized platform

23. Should be able to use customer information residing in Host / Database Servers to influence Call Routing & Treatment

24. System should also support progressive dialer. (progressive dialer dials the call

automatically only when agents are logged in).

Network Management System / Administration

1. The voice switch should be SNMP manageable and should support a Windows Graphical User Interface (GUI) or web browser interface.

2. The NMS should also support corporate directory services for customized reporting, as well as advanced call tracking features with graphical reporting for trending and call pattern analysis.

3. It should also include Lightweight Directory Access Protocol (LDAP) synchronization, a Web-based Network Navigator, a Web-based Alarm Viewer, and Web-based desktop management service.

4. It should be possible to administer all the site from one location.

5. NMS should notify alarms generated in any of the system by an email or paging.

Layer 2 Switch

Features:

1. 24 ports 10/100/1000BASE-T with auto-config and auto-polarity with two ports 10/100/1000Mbps for uplink.

2. Web Based Management

3. Multi Link Trunking for higher bandwidth connectivity to other switch/server with failsafe redundant link

4. Operating System support with free download for upgradation

Performance

Switch fabric bandwidth—13 Gbps

Frame forwarding rate

6.6 million packets per second (Mpps) minimum

Memory—16MB memory architecture shared by all

ports Address database size—8,000 entries at line rate

Addressing—48-bit MAC address level

Frame length—64 to 1518 bytes (IEEE 802.1Q Untagged)

68 to 1522 bytes (IEEE 802.1Q Tagged)

Interface options

10BASE-T/100BASE-TX

RJ-45 (8-pin modular) connectors for Auto MDI/MDI-X interface with auto-polarity

Network protocol and standards compatibility

IEEE 802.3 10BASE-T (ISO/IEC 8802-3,) IEEE 802.3u

100BASE-TX (ISO/IEC 8802-3,)

IEEE 802.3u Autonegotiation on Twisted Pair (ISO/IEC 8802-3,

IEEE 802.3x (Flow Control on the Gigabit Uplink ports)

IEEE 802.3z Gigabit

IEEE 802.1d MAC Bridges (ISO/IEC 10038)

IEEE 802.1p (Prioritizing) IEEE

802.1Q (VLAN Tagging)

IEEE 802.1D (Spanning Tree Protocol)

IEEE 802.3ad (manual/static)

IEEE 802.3ad (LACP)

IEEE 802.1s

IEEE 802.1w

RFC support

- RFC 1213 (MIB-II); RFC 1493 (Bridge MIB); RFC 2863 (Interfaces Group MIB);

- RFC 2665 (Ethernet MIB); RFC 2737 (Entity MIBv2); RFC 2819 (RMON MIB);

- RFC 1757 (RMON); RFC 1271 (RMON); RFC 1157 (SNMP); RFC 2570 (SNMPv3);

- RFC 2571 (SNMP Frameworks); RFC 2573 (SNMPv3 Applications);

- RFC 2574 (SNMPv3 USM); RFC 2575 (SNMPv3 VACM); RFC 2576 (SNMPv3);

- RFC 2572 (SNMP Message Processing; RFC 791 (IP); RFC 792 (ICMP); RFC 793 (TCP); RFC 783 (TFTP); RFC 826 (ARP); RFC 768 (UDP); RFC 854 (TELNET); RFC951 (Bootp); RFC 2236 (IGMPv2); RFC 1112 (IGMPv1); RFC 1945 (HTTP v1.0); RFC 2138 (RADIUS); RFC 894 (IP over Ethernet); RFC 2674 (Q MIB)

Computerized Telephony Integration (CTI)

1. Computerized Telephony Integration (CTI) is required which should integrate the systems so that as soon as the call is routed to the agent, a screen pop up containing information about the caller is to be presented on agent screen.

2. The system should be a client server based application framework that can be used to automate business applications using data provided by the Madhya Pradesh GOVERNMENT network (ANI, DNIS or Caller Id).

3. The CTI solution should work on third-party call control methods

4. The solution must be based on standard specifications like the Computer Supported Telecommunications Applications (CSTA) protocol.

5. The system should be based on open standard API like TAPI, TSAPI & JTAPI.

6. Application should provide the screen pop capabilities to display caller associated data gathered from profiling capabilities of IVR and/or ACD, on the agent's workstation screen without having to ask the caller for identifying information.

7. When CTI is used to transfer a call, all "data" attached to the call will be transferred with the call. Typically, this data will be IVR data, the calling number and DNIS. Also while a call is being conference with supervisor or other officers, relevant data & screen should be popped up.

8. Screen pop-ups should be multi-coloured. CRM components, queries or call priorities should be recognizable by the color of the pop-up.

9. The system must provide linkages amongst screens so that if the agent clicks on a particular field in a screen, the next related screen should be presented and so forth. These could also be the screens of other applications of Madhya Pradesh Government the system shall keep a track of all screen presentations so that the relevance of the call is established & the agents' efficiency can be adjudged.

10. The opening screens must always be presented to the agent, before the call is presented. The next screen, to be presented as per agent's input, should not take more than 1 second to appear. The time required for the screens to change and appear on the desktop of an agent should be specified in your Technical Bid.

11. The CTI screens will have all customer related information and this information may have to be picked up from other application servers or may reside in call centre database. All customization to seamlessly interface with, capture from & present the fields, from these servers shall be done by the vendor.

12. The system shall work on the concept of windows, with several windows remaining open simultaneously & accessible easily on agent terminal.

13. Some agents will not have an ACD extension but a DEL will be provided. Such Agents should be able to activate the CTI screen on the click of a mouse and be able to manually feed the Telephone number i.e. the telephone number is a manual feed instead of a CLI feed from the system. All following actions from the system should be the same for an ACD extension agent and a Direct Line Agent.

14. CTI should support a unique call identification tag that will identify the call to all CTI applications and enable to completely track the life of the call & generate comprehensive reports even if it is transferred to other locations.

15. IVR:

    (i) The agent must be able to help the customer navigate through the IVRS. In such case the agent, customer and IVRS are in a conference. The Agent must be able to exit the conference without the customer having to disconnect the call.

    (ii) The Agent should be able to transfer the call at any menu of the IVRS.

    (iii) IVR digits entered by the caller should be passed to the appropriate agent desktop. It should be possible to manipulate or truncate the digits collected by IVR.

16. System should have 'out-of-the-box' integration capabilities to integrate with other applications based on open ended standards.

17. System should have built-in LAN connectivity.

18. Simultaneous voice and Data transfer should be possible through RS232, V.35 or X.25 type standard interfaces.

19. Agents should be able to enter text based messages or comments after the call has been answered that can follow a transferred call locally across the network. The system should allow for new information regarding customer including alternate numbers, mobile nos. etc to be included in the customer profile by the Agent.

20. The system should support the concept of virtual seating. Agents can log-on from any physical telephone instruments within the system. Agents on the proposed system will be logically defined, rather than requiring a physical telephone extension and termination.

21. Call events, agent activities and individual notes that an agent may make, about a call, should be logged and stored on the server.

22. It should be possible to provide reminders to various groups of agents based on customer interactions.

23. It should be possible to broadcast messages (voice or text) to all agents or to a group.

24. Applications should be supported with customization capabilities that enable a colour and pattern palette, graphics capabilities, drag-and-drop and resizing of windows and icons.

Customers Relations Management

1. Features of CRM

    a) Customer Service and Care

    b) Contact Management

    c) Customization and integration

    d) Graphical User Presentation

    e) Inbound/Outbound

    f) CTI features

    g) Web enabled

    h) Help Desk Applications

    i) Follow-up data callbacks

    j) Call history

    k) Literature fulfillment

    l) Fax

    m) System and agent monitoring

    n) Data import/export

    o) Order entry and its tracking system

    p) Telemarketing

2. The CRM of call center shall be the front-end application, which shall be tightly integrated with the Billing & Customer Care systems of Madhya Pradesh Government.

3. The application should be able to pick relevant data and/or screens without delay, from these systems.

4. The vendor would have to estimate the connectivity required to each of these servers for uninterrupted & fast servicing of all requests. Also estimation regarding throughput required based on the rate of data flow within the network shall be done & appropriate equipments provided for.

5. The CRM shall properly handle all means of connectivity & accessibility as described in D1 of Section VI to ensure smooth & prompt call center functioning.

6. Workflow Management:

This will enable Madhya Pradesh Government to specify the actions to do when - depending on certain data contents, user actions eg. a new record has been created, a record field has a particular value, a due date has passed etc.. The system shall forward necessary information to the next step in the defined business process. It shall be possible to create "reminders" automatically.

7. Information Management :

a. The solution to every complaint that is resolved will be updated in the database. The agent will retrieve this with a robust search engine. This will ensure scarce human resources are not used to resolve complains to which a solution already exists in Madhya Pradesh Government's database.

b. The system must provide a help function that allows the agent to seek help or search data on certain key words to respond to customer queries. This help menu should be available at the touch of a key.

8. Management of Interaction across all Channels:

a) Every interaction with the customer, irrespective of the medium used by the customer should form a part of the customer interaction history. All interaction specific to a trouble ticket will have to be threaded to ensure that the response to the customer by the agent is provided after factoring in the previous interactions.

b) The system should be able to maintain a log of all outgoing and incoming calls, along with the results generated by the call. It should also provide statistics on all agents that can be used for productivity & performance rating.

c) The system should record the id of the person who captured the complaint.

9. Agent Conversation Management System should provide scripting tools so that users are able to create screens that will prompt agents to follow a script and to react to customers. CRM should be able to automatically pop up the next screen with a new script and prompts. Users should be able to build scripts merely by filling in the blanks and entering text on the screen. Scripts can be created and "locked-in" for a specific campaign. There should be no limit to the number of scripts.

10. If literature is requested, CRM should be able to generate a "picking list" along with a personalized cover letter and label.

11. **Customer Profiling**

   a) CRM should automatically locate and display the incoming caller's information as the call is assigned to the next available agent. This information could be residing in local call centre database or in the other application servers.

   b) CRM should provide useful information about a customer's previous contacts. Call History can be recorded for virtually any activity performed by the agent. Also customer profile should be built & updated continuously on the basis of interactions & business transactions.

   c) The system should be capable of generating dockets.

   d) There should be an internal running serial number for every ticket generated and this should be maintained without resetting the counter.

12. Outbound Call Automation

   a) The agent should be able to initiate outbound dialing by pressing a function key. The agent should be able to preview the contact information prior to dialing. The call should be launched automatically as per the predetermined time.

   b) Agent should be presented with outgoing calls, scheduled according to customer instructions.

   c) Calls should be filtered to eliminate no answer, line busy, answering machine and other non-productive calls.

   d) Customers should be assigned follow-up dates and times, and the agent should be able to create a queue of customers to be serviced or contacted during the day. Any number of follow-up dates should be managed. This feature should automatically compensate for holidays and weekends based upon custom parameters.

13. CRM should have development & modification options, which are easy-to-use & allow on-the-fly definition of call flow logic.

14. Users should be able to easily convert data from other systems. Likewise users should be able to export information from CRM to other systems.

15. The indicative business flow of various services is in Annexure AI. CRM shall be designed to be flexible enough to cater to frequent changes in the business flow without interrupting the services.

16. Certain fields shall be compulsory to be filled up by the agent before the end of transaction. These shall be definable & modifiable by administrator. Each screen must allow only valid data to be entered. The system must prompt the agent if an invalid data is being entered. Madhya Pradesh GOVERNMENT must be able to define the validation rule for each field on each of the screens, and the treatment for each field in case of an erroneous entry.

17. Marketing Management CRM shall fashion the upselling & cross-selling schemes including identification of opportunity, script-creation, calculation & application of discounts etc.

18. The System should maintain the history of changes done either through batch or through GUI along with the date/time stamp and the user id.

Voice Logging System

1. Every call shall be logged to monitor the quality of customer interaction and identify training needs. The selection of recording shall be either automatic, triggered by certain events such as repeat calls from a number or short duration disconnection etc. or activated by the supervisor, administrator or agent by clicking of an icon on the screen but SAPS may dispense with call logging, if circumstances so warrant.

2. A complete audio trial shall be maintained including of those logs which could not be initiated due to shortage of resources.

3. The recorded voice shall be indexed. The voice Logger shall have the CTI capabilities. It will automatically track the incoming call and intrude into the call and start the recording. The recording shall go on till the call is disconnected. In the event of call transfer the voice logger shall follow the call and intrude again on the next station and append into the same file.

4. The voice files shall be stored in either MP3 or WAV format

5. The Architecture should be Client/Server, LAN/WAN based

6. **Playback:**

   The system should support a thin-client, Browser based application, which provides customer interaction data access i.e. playback to users via role-based & password defined access for agents, supervisors, quality managers, operations managers, sales/marketing personnel, and other relevant users within the organization. No client application shall be required for playback. The playback application must be able to

provide playback from any LAN/WAN attached workstation with audio delivery via LAN/WAN or telephone. Compound (multiple keys) queries should be supported for retrieval & playback on the basis of following:

(a)   (i) Date and Time

        (ii) Extension

        (iii) ANI

        (iv) DNIS

        (v) Agent ID

(b)   The option must be available to add data fields to the call record. These fields shall then be available as search criteria for call retrieval.

(c)   The user shall be able to playback recorded messages on all Windows platforms outside of the Recording environment, as well.

(d)   The system should support and provide the following playback features:

(i)   Volume control

(ii)   Jump forward and backward

(iii)   Direct access to sections of the recording

(iv)   Call segment tagging and annotation

(v)   Segment looping

7.   The system should support agent side recording.

8.   The application should provide an easy-to-use, graphical user interface for all activities including recording, retrieval, quality monitoring, archiving etc.

9.   **Storage :**

The system should be able to utilize any commercial storage subsystem and media type (optical disc, DVD, tape, WORM) instead of proprietary archiving solutions.

The system should store recordings in a wide range of compressions, all in standard file formats that can be played back from any Windows workstation or streamed over the Internet/Intranet.

The system should have online storage capability to store all of recording and the vendor shall employ suitable efficient compression mechanism.

The system should include an automatic archive/backup function that supports archiving to any device supported by latest MS WINDOWS Server, without requiring manual intervention.

10.   **Quality Monitoring/Agent Performance Evaluation:**

The performance evaluation application shall support the following:

a) ODBC compliant database

b) Storage for at least 100,000 evaluations

c) The ability to 'tag' recordings into user defined categories.

INTERACTIVE VOICE RESPONSE SYSTEM (IVRS)

The INTEGRATED VOICE RESPONSE SYSTEM shall be in the form of a "Plug-n-Play" PCI/ISA add-on card to a server and the necessary software for implementing the System response logic. The card must be rated for uninterrupted continuous operation.

The Server for the INTEGRATED VOICE RESPONSE SYSTEM shall be branded item and shall conform to the specifications given in Section VIII, Annexure-J with licenced operating systems.

The E1 card shall conform to the specifications given in D/600/JCT-2E1, GCTI/01/01 Dec.96, Amendment 2 dt.21.09.2001 & TEC/GR/I/CTI-01/01/038 Nov.01 dt.08.11.01.

The PSTN Interface Cards shall have TEC interface approval issued by TEC HQ New-Delhi and use R2-MFC mode of dialing as applicable for Indian Telecom Network. The I/C channels shall be used for the customer to land on the system from the ACD and inter act with the system and shall support standard termination of 2 No of 2 Mb PCM links conforming to ITU-T G703 standards. The vendor shall supply the connecting cables and connectors also.

The system shall provide for announcements in English and Hindi. And the announcements shall be in the language selected by a customer choice, which shall be exercised when he lands on the ACD system. All announcements shall be interruptible. The system shall provide for modifying the duration of announcements in small steps.

The user of the system shall be free to abandon a call at any point of time while he is using the system and the INTEGRATED VOICE RESPONSE SYSTEM shall have the intelligence to terminate the process and shall not result in hanging of the system.

The IVRS shall be able to handle simultaneous calls on all the channels, which may be either in calling phase or in conversation phase.

System should support HTML/XML/VXML

The system shall have the feature of dynamically or manually configuring the individual channel as incoming and outgoing channels.

Vendor shall be responsible to ensure consistency, correctness & immediate updation of the information & announcements of IVRS.

IVR system should be designed to provide callers with verbal (or fax) answers to inquiries, without the assistance of agents.

IVR should be able to capture the CLI from the ACD or other switch with which it is connected. Also other customer particulars like choice of language etc. should be captured.

IVR should support TCP/IP connectivity from the system.

IVR shall allow cut-through in at all stages, transfer to operator through a particular digit input at all stages and option to go back to the main menu and parent menu through another digit at all stages of call flow, without resulting in errors or hanging up of call.

Voice Prompts Recording

System should have the capability to record voice prompts at site with editing facility. System should be capable of taking Voice Inputs both from telephone lines and External Audio Appliances. It should be possible to test specific announcements.

On-Line System Maintenance

System must support on-line updating changes/modifications in application. It should be dynamically loaded/assigned without switching off or disturbing the service.

Fax

The IVRS shall include FAX-on-demand applications.

The IVR system must support digitizing for FAX transmission. The system should be able to format the host data and forward to a caller as a fax document.

Voice Messaging

The system should have on-board Voice Messaging System.

It shall be used for recording, storing, playing and distributing phone messages to agents and/ or group.

Voice Mail should provide the customers the choice to leave their request e.g. call back requests in times of long time queuing etc

It should be possible to retrieve & playback voice mail requests at any time from Agent's voice mailboxes or via their desktops.

The system should keep a log of all voice messages, senders, receivers, date & time etc. for reporting purpose.

The system must provide an option to the caller for cancelling/re-recording their

message. The system must be based on open system standards.

It should support 9 hours of recording. The individual message length shall be configurable with initial value being 30 seconds per message.

The access to voice messages should be non-blocking. All agents shall be able to access simultaneously.

System should be able to outcall an agent position on receipt of new messages & notify them immediately or at a predefined time, without intruding.

Voice Logging System

11. The voice logger is proposed with 8 licenses i.e. to say 8 number of customer interaction can be logged concurrently. The recording shall be initiated by

   a) Trigger by agent or supervisor or administrator.
   b) As defined by business rules.
   c) Telephony Event driven

12. There shall be an intrinsic prioritization among these triggers so as to avoid clashes. Also a complete audio trial shall be maintained including of those logs which could not be initiated due to shortage of resources.

13. The recorded voice shall be indexed. The voice Logger shall have the CTI capabilities. It will automatically track the incoming call and intrude into the call and start the recording. The recording shall go on till the call is disconnected. In the event of call transfer the voice logger shall follow the call and intrude again on the next station and append into the same file.

14. The voice files shall be stored in either MP3 or WAV format

15. The Architecture should be Client/Server, LAN/WAN based

16. **Playback :**

    (i)   The system should support a thin-client, Browser based application, which provides customer interaction data access i.e. playback to users via role-based & password defined access for agents, supervisors, quality managers, operations managers, sales/marketing personnel, and other relevant users within the organization. No client application shall be required for playback. The playback application must be able to provide playback from any LAN/WAN attached workstation with audio delivery via LAN/WAN or telephone. Compound (multiple keys) queries should be supported for retrieval & playback on the basis of following:

        (ii)   Date and Time

        (iii)   Extension

        (iv)   ANI

        (v)   DNIS

        (vi)   Agent ID

        The option must be available to add data fields to the call record. These fields shall then be available as search criteria for call retrieval.

    (ii)   The user shall be able to playback recorded messages on all Windows platforms outside of the Recording environment, as well.

    (iii)   The system should support and provide the following playback features:

        1.   Volume control

        2.   Jump forward and backward

        3.   Direct access to sections of the recording

        4.   Call segment tagging and annotation

        5.   Segment looping

17.   The system should support agent side recording.

18.   The application should provide an easy-to-use, graphical user interface for all activities including recording, retrieval, quality monitoring, archiving etc.

19.   **Storage :**

    The system should be able to utilize any commercial storage subsystem and media type (optical disc, DVD, tape, WORM) instead of proprietary archiving solutions.

The system should store recordings in a wide range of compressions, all in standard file formats that can be played back from any Windows workstation or streamed over the Internet/Intranet.

The system should have online storage capability last 3 months of recording and the vendor shall employ suitable efficient compression mechanism.

The system should include an automatic archive/backup function that supports archiving to any device supported by latest MS WINDOWS Server, without requiring manual intervention.

20. **Quality Monitoring/Agent Performance Evaluation:**

The performance evaluation application shall support the following:

a) ODBC compliant database

b) Storage for at least 100,000 evaluations

c) The ability to 'tag' recordings into user defined categories.

Server Type A for CTI / IVRS/Application / SMS/EMAIL

Server should have 6*400 GB Hot Plug SCSI/SATA/SAS HDD with RAID 5.

Intel® Xeon 2.53 GHz 6 core processors or higher with 8-MB level 3 cache or 3.20 GHz or

3.60 GHz Quad core processors with 12-MB level 3 cache standard (dual processor capability).

 Processors include support for Hyper-Threading and Extended Memory 64 Technology (EM64T) or higher

Intel® 5520 Chipset

1333-MHz Front Side Bus

6 GB of DDR 3 PC3-10600R standard (expandable to 12GB)

Optional Lights-Out 100 Remote Management Card allows you to manage server

remotely Single PCI-Express, 2 Port Gigabit NIC (embedded)

RAID Controller with Raid 5 capability

Should have two rear USB 2.0 ports

Should be tool-free chassis entry and component

access Integrated ATI Rage XL with, 64MB video

standard Fully redundant hot plug power supply

Server Type B for CRM / Database

Server should have 3*160 GB Hot Plug SCSI/SATA/SAS HDD with RAID 5.

Intel® Xeon 1.60 GHz dual core processors or higher with 2-MB level 2 or 3 cache or 2.40 GHz or 2.66 GHz dual core processors with 2-MB level 2 cache standard (dual processor capability).

Processors include support for Hyper-Threading and Extended Memory 64 Technology (EM64T) or higher

Intel® 5000P Chipset or higher

1066MHz Front Side Bus

4 GB of DDR standard (expandable to 6 GB)

Optional Lights-Out 100 Remote Management Card allows you to manage server

remotely Single PCI-Express, 2 Port Gigabit NIC (embedded)

RAID Controller with Raid 5 capability

Should have two rear USB 2.0 ports

Should be tool-free chassis entry and component

access Integrated ATI Rage XL with, 16MB video

standard Fully redundant hot plug power supply

Firewall: - Call center IT infrastructure should be equipped with hardware firewall.

Database: - The CRM shall make use of the existing databases of Madhya Pradesh Citizen Facilitation Center.

Note: - Currently Call center is using following technology.

1. Currently call center is using call management solution, Aspect 5.2. The successful bidder may choose to either upgrade the existing solution to latest version or may deploy an equivalent solution after seeking prior approval of SAPS.

2. CRM is developed in VB dot net and the CRM is synced with the Call Management solution.

3. Presently call center is using Microsoft SQL Server 2012 for database, and if client wants to use other database and version (latest) like oracle/MS Access/Sybase etc. then bidder has to migrate the current database with website.

Call Center Executives and Supervisor

The bidder will provide adequate call center executives who shall be trained for manning the 25 Seats. Training the executives in understanding the nature of calls received will be the bidders responsibility, however, SAPS will assist in providing support from the Departments in developing an understanding.

Power Supply and Diesel Power Generating Set (DG Set)

The bidder will be required to provide adequate Uninterrupted Power Supply (UPS) with redundancies, sufficient number of batteries to cater to power outage and DG Set for running the electrical load of the facility. The bidder is advised to make its own assessment of the power availability in Bhopal.

Interior, False Roofing, Flooring, Lighting Fixtures, Furniture, Cabling and Desktops:

Premises/Location will be decided by SAPS in consultation with the successful bidder. The bidder will get the monthly rent approved by SAPS and pay the monthly rent accordingly. This rent will be reimbursed by SAPS as per actuals. The bidder will provide 50 square feet of space or as per standard for each call center executive and matching larger space for the supervisor. The bidder will also provide the following:

a.   Furniture for the call center executive/supervisor

b.   Desktop computers for the seats

c.   Air Conditioning in the work space and HVAC for the server room

d.   Electric fixture and cabling

e.   Data cabling

f.   False roofing and vinyl flooring

g.   Canteen for the Call Center Executive

h.   Renovate the WC to meet the modern standards

i.   Will use ISI and Energy Star compliant equipment.

j.   Fire extinguishers

k.   Adequate safety devices necessary for such Call Centre.

Network Management System / Administration

1. The voice switch should be SNMP manageable and should support a Windows Graphical User Interface (GUI) or web browser interface.

2. The NMS should also support corporate directory services for customized reporting, as well as advanced call tracking features with graphical reporting for trending and call pattern analysis.

3. It should also include Lightweight Directory Access Protocol (LDAP) synchronization, a Web-based Network Navigator, a Web-based Alarm Viewer, and Web-based desktop management service.

4. It should be possible to administer all the site from one location.

5. NMS should notify alarms generated in any of the system by an email or paging.

Annexure I - (NON-DISCLOSURE AGREEMENT)

Ref. No.

    Dated:

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is valid till …………. years from the date of work order, and is made by and between M.P. STATE AGENCY FOR PUBLIC SERVICES (MPSAPS), Bhopal, herein referred to as 'DISCLOSING PARTY' whose address is '4th Floor, Madhya Pradesh Text Book Corporation Building Behind Central School, Arera Hills, Bhopal, Madhya Pradesh, India. Pincode: 462011, and M/s. …………………………………

Both the parties shall mean and include their successors at Office from time to time, legal representatives, administrators, executors and assigns, etc.

This agreement shall govern the conditions of disclosure by disclosing party to Recipient of certain confidential and proprietary information that is oral, written, or in computer file format. Examples of Confidential Information include the details of beneficiaries, identities of companies, consultants and other service providers used by disclosing party, both foreign and domestic, in connection with disclosing party"s business, supplier lists, supplier information, computer databases containing customer, product and vendor information, designs, drawings, specifications, techniques, models, documentation, diagrams, flow charts, research and development process and procedures, „know-how", new product or new technology information, financial, marketing and sales information and projections, product pricing, profitability, marketing techniques and materials, marketing timetables, strategies and development plans, trade names and trademarks not yet disclosed to the public, business methods and trade secrets, and personnel information.

1. Purpose of Disclosure. Disclosing party is disclosing the Confidential Information to Recipient in order for Recipient to evaluate the possibility of using disclosing party's services like Call Centers/Contact Centers Projects, Business Process Outsourcing covering all different kind of Verticals, Information Technology Services, Back and Transaction Processing Services, Business Analysis, Business Process Re-engineering, Data Analysis, Quality Analysis and the Statutory & Datacom services etc.

2. Confidentiality Obligations of Recipient. Recipient hereby agrees:

(a) Recipient will hold the Confidential Information in complete confidence and not to disclose the Confidential Information to any other person or entity, or otherwise transfer, publish, reveal, or permit access to the Confidential Information without the express prior written consent of Disclosing Party.

(b) Recipient will not copy, photograph, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce the Confidential Information without the express prior written consent of disclosing party.

If any Confidential Information is delivered to Recipient in physical form, such as data files or hard copies, recipient will return the Confidential Information, together with any copies thereof, promptly after the purpose for which they were furnished has been accomplished, or upon the request of disclosing party. In addition upon request off disclosing party in writing/email Recipient will destroy materials prepared by Recipient that contain Confidential Information.

(c) Recipient shall use Confidential Information only for the purpose of evaluating

Recipient"s interest in using disclosing party"s services, and for no other purpose. Without limiting the generality of the previous sentence, Recipient specifically agrees not to sell, rent, or otherwise disclose any of disclosing party"s Confidential Information either in full or part to any competitor of disclosing party, nor will Recipient use the Confidential Information to directly or indirectly contact or contract with any of disclosing party"s employees, vendors, contractors and agents who carry out or otherwise fulfill the services on behalf of disclosing party (its "Affiliates"). Recipient shall promptly notify disclosing party of any disclosure or use of Confidential Information in violation of this Agreement for which disclosing party shall indemnify the Recipient for that part.

3. Exclusions. None of the following shall be considered to be "Confidential Information":

(a) Information which was in the lawful and unrestricted possession of Recipient prior to its disclosure by disclosing party;

(b) Information which is readily ascertainable from sources of information freely/easily available in the general public;

(c) Information which is obtained by Recipient from a third party who did not derive such information from disclosing party.

4. Remedies. Recipient acknowledges that disclosing party"s Confidential

Information has been developed or obtained by the investment of significant time, effort and expense and provides disclosing party with a significant competitive advantage in its business, and that if Recipient breaches its obligations hereunder, disclosing party will suffer immediate, irreparable harm for which monetary damages will provide inadequate compensation. Accordingly, the disclosing party will be entitled, in addition to any other remedies available at law in equity, to injunctive relief to specifically enforce the terms of this Agreement. Recipient agrees to indemnify disclosing party against any losses sustained by disclosing party, including reasonable attorney"s fees, by reason of the breach of any provision of this Agreement by Recipient. Recipient further acknowledges that disclosing party"s business would be severely hurt if Recipient were to directly contract with its Affiliates without the participation of disclosing party. Therefore, if Recipient directly or indirectly contracts with any of disclosing party"s Affiliates whose identity and/or particulars are disclosed to Recipient pursuant to this Agreement (Except Affiliates with whom Recipient had a demonstrable prior existing business relationship). In the event of circumvention, by the Recipient whether directly or indirectly, the disclosing party

shall be entitled to a legal monetary penalty award, equal to the maximum consulting service/consulting fee, commission/profit originally expected or contemplated to be realized from such transaction(s). This payment levied against and paid immediately by the party engaged in circumvention and also in addition includes all legal expenses in the recovery of these funds if collected through legal action by either party. This penalty shall not apply when the alleged Circumventure does not result in a transaction being concluded. The parties acknowledge it would be extremely difficult or impossible to accurately it would be extremely difficult or impossible to accurately fix the actual damages that disclosing party would suffer in the event of a breach of the aforementioned obligations, and that the liquidated damages provided for herein are a reasonable estimate of disclosing party"s actual damages, which shall be fixed by the arbitrator who shall also be in the same business.

5. No Rights Granted to Recipient. Recipient further acknowledges and agrees that the furnishing of Confidential Information to Recipient by disclosing party shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by disclosing party.

6. Miscellaneous Provisions:

(a) This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understanding. This Agreement may only be amended or modified by a writing signed by both parties.

(b) If any provision of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.

(c) This Agreement is binding upon the successors, assigns and legal representatives the parties hereto, and is intended to protect Confidential Information of any successors or assign of disclosing party.

(d) Each Provision of this Agreement is intended to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or enforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, be served, and the remaining provisions of this Agreement shall remain in effect/force.

(e) The terms and conditions governing the provision of the agreement shall be governed by and construed in accordance with laws of the union of India and shall be subject to the exclusive Jurisdiction of the courts of Bhopal.

i. Any or all disputes arising out or in connection with this agreement shall so far as may be possible to settled amicably between the parties within a period of thirty days from such dispute(s) arising.

ii. However failing such amicable settlement all disputes and differences out of the construction of or concerning anything contained in or arising out of or in connection with this

agreement as to the rights, duties or liabilities arising it, to the parties shall be referred to a panel of three arbitrators, for conducting Arbitration in accordance with the provisions of Arbitrations and Conciliation Act 1996 and its all amendment.

iii. It is agreed that each party shall appoint one arbitrator and the third arbitrator from the same business.

iv. The appointment of arbitrators shall be done within a period of three months from the date of receipt of notice from the aggrieved party requesting to refer the matter to arbitration in case amicable settlement fails.

v. The parties shall mutually ensure and co-operate with each other in the arbitral proceedings, so that the same can be concluded and awarded within a period of six months from the date of commencement of the arbitral proceedings.

vi. The arbitral proceedings shall be conducted in English, both parties shall be bound by the award passed and delivered by the arbitral tribunal and shall not attempt to challenge the authenticity of the award, before any authority or courts or any other statutory body.

vii. The venue of arbitration shall be Bhopal.

(f) If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorney"s fees and other expenses incurred by the prevailing party from the other party.

Signed on behalf of   Signed on behalf of

M.P. State Agency for Public Services,   M/s.
…………………

PSMD, Govt. MP, Bhopal

Signature: Signature:
Name: Name:
Designation with seal: Designation with seal:
Date: Date:

Annexure J-(Quality Audit Parameter)

Quality Audit for Call Centre Agents and Trainer

Audit of Real Time Agent's Call - Client will select minimum 300 inbound calls from live data as sample (on random) which are audited and logged complaints are verified for the mentioned 20 parameters in Call Audit.

Compliance Status on Agents Call Quality Parameters

Agents Performance	Penalty %
Excellent (25 marks)	Nil
Good (23 to 24 marks)	Nil
Average (21 to 22 marks)	0.1%
Poor (below 20 marks)	0.25%

Call Audit Parameters:

SI. No.	Agents Call Quality Parameters	Marks per Calls
1	Appropriate greetings and Introduction	0/1
2	Is Voice Quality fine?	0/1
3	Providing customers relevant information	0/1
4	Average Handling Time	<200 Sec. - 2 Marks 200 - 300 Sec.- 1 Marks >300 Sec. - 0 Marks
5	Polite on call / Unfriendly Nature /Avoidance / Avoided Support	0/1/2/3
6	Asked/Announce for the caller's name / Aadhaar Card Number/ Samagra ID Number	0/1
7	Correct Tagging of Complaints By Agent	0/1
8	Correct / Accurate Data Capture / Documentation of the Complain	0/1/2
9	Messing With Citizen / Use of Hold or Dead Air	0/1
10	Provided Complaint Number (Where required)	0/1
11	Informed Citizen Minimum Timeline	0/1
12	Waited for caller end-up and appropriately closed the call	0/1
13	Feel acknowledged/Accepted and understood/ listening behaviors were effective.	0/1
14	Tone & Rate of Speech Rude / Dullness	0/1/2
15	Correct Tagging of Complaints / Out Of Department	0/1
16	Delay in Data Capturing / Repetitive questions	0/1
17	Interruption	0/1
18	Call Disconnection by Agents/CCEs	0/1
19	Call Summarization	0/1
20	Enthusiasm / Active Listening	0/1
	Average Performance	**25**