



## Request for Proposal for Selection of Implementing Agency for Setting up, Operations & Management of Unified State Helpline

Reference number: PSeGS/State Helpline/2020/1

Punjab State e-Governance Society,  
O/o Department of Governance Reforms and Public Grievances,  
Government of Punjab  
Plot D-241, Industrial Area, Phase – 8B,  
Sector – 74, Mohali – 160071

## Disclaimer

The information contained in this Request for Proposal (RFP) or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of the PSeGS (“**Authority**”), is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by Authority to any parties other than the applicants who are qualified to submit the bids (“**Bidders**”). The purpose of this document is to provide the Bidder(s) with information to assist the formulation of their proposals. This document does not claim to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Authority and its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any contract or arrangement relating to the proposed Project.

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

The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial, regulatory or tax advice.

The Authority, its employees, advisors or consultants make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any

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The Authority and also its advisors/ consultants/ representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority and also its advisors may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder hereinafter defined, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids at any stage of the Bidding Process without assigning any reason whatsoever including the right to close the selection process or annul the bidding process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever. The decision of Authority shall be final, conclusive and binding on all the parties.

The Selected Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Authority. All such costs and expenses will be incurred and borne by the Selected Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the Selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Authority or to any other person in a position to influence the decision of the Authority for showing any favor in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Proposal Security. Laws of the Republic of India are applicable to this RFP.

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with RFP, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential. Mere submission of a responsive Bid/ Proposal does not ensure selection of the Bidder.

The information contained in this document is selective and is subjected to updation, expansion, revision and amendment. Authorities' reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever.

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## Section 1: Notice Inviting Tender

**Punjab State e-Governance Society**  
**Directorate of Governance Reforms, Government of Punjab**  
**Plot No. D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali – 160071**

**RFP Reference Number: PSeGS/ State Helpline/2020/1**

Punjab State e-Governance Society (PSeGS) invites online bids from reputed BPO/ Call Center companies for setting up the Unified State Helpline for Government of Punjab.

Interested Agencies may download the tender document from state e-tendering portal i.e. [eproc.punjab.gov.in](http://eproc.punjab.gov.in) and are requested to submit their technical and financial bids latest by 7th January, 2020 before 5pm.

Member Secretary, PSeGS

## Section 2: Abbreviations and Definitions

### 2.1 Abbreviations

|     |       |                                       |
|-----|-------|---------------------------------------|
| 1.  | EMD   | Earnest Money Deposit                 |
| 2.  | INR   | Indian National Rupees                |
| 3.  | IA    | Implementing Agency                   |
| 4.  | SLA   | Service Level Agreement               |
| 5.  | TCV   | Total Contract Value                  |
| 6.  | T     | Date of Signing of Contract           |
| 7.  | RFP   | Request for Proposal                  |
| 8.  | PSeGS | Punjab State e-Governance Society     |
| 9.  | LCS   | Least Cost Selection                  |
| 10. | CA    | Chartered Accountant                  |
| 11. | PAN   | Permanent Account Number              |
| 12. | GSTN  | Goods and Service Tax Number          |
| 13. | PSU   | Public Sector Undertaking             |
| 14. | FY    | Financial Year                        |
| 15. | PBG   | Performance Bank Guarantee            |
| 16. | LOI   | Letter of Intent                      |
| 17. | GOI   | Government of India                   |
| 18. | PoA   | Power of Attorney                     |
| 19. | GOP   | Government of Punjab                  |
| 20. | IPR   | Intellectual Property Right           |
| 21. | IT    | Information Technology                |
| 22. | OS    | Operating System                      |
| 23. | SRS   | Software Requirement Specifications   |
| 24. | FRS   | Functional Requirement Specifications |
| 25. | CRM   | Customer Relationship Management      |
| 26. | NO    | Nodal Officer                         |
| 27. | TEC   | Technical Evaluation Committee        |
| 28. | ACD   | Automatic call distributor            |

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|     |     |                              |
|-----|-----|------------------------------|
| 29. | ACR | Abandoned Call rate          |
| 30. | AHT | Average Handle Time          |
| 31. | CPC | Cost Per Call                |
| 32. | OTP | One-Time Password            |
| 33. | PRI | Primary Rate Interface       |
| 34. | TAT | Turn Around Time             |
| 35. | UAT | User Acceptance Testing      |
| 36. | FMS | Facility Management services |
| 37. | MHL | Man Hour Login               |

## 2.2 Definitions

|    |  |   |
|----|--|---|
| 1. | Bidder                                 | An individual/company that quotes a particular price, while competing with others, for providing services with respect to specific requirements in this Tender Document.  |
| 2. | Department / Authority                 | PSeGS or Directorate of Governance Reforms, Government of Punjab  |
| 3. | Selected Bidder/ Implementing Agency   | The Bidder to whom contract is awarded and is fully responsible towards Authority for providing Services as per the requirements and terms and conditions specified in this Contract. The term shall be deemed to include the Bidder's successors, representatives (approved by the Department), heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract. |
| 4. | Week                                   | Designated time frame consisting of all 7 days including any Public Holiday (as declared by Government of Punjab), Saturday and Sunday.   |
| 5. | Day                                    | Any day including Saturday or Sunday or a public holiday (As declared by Government of Punjab).   |
| 6. | Total Contract Value                   | This is the maximum value payable to the Selected Bidder which is agreed between the Authority and the Selected Bidder for the Project.   |
| 7. | Designated Authority                   | Departmental Official/ Committee who will approve all the deliverables submitted by the bidder.   |
| 8. | Central/ State Government Organization | Centre or state-run PSUs, Statutory bodies and co-operative societies.  |

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|-----|----------------------------|--|
| 9.  | Successful Project         | Call Centre Project for which work order and completion certificate of the work is available with the bidder.  |
| 10. | Authorized Representative  | This means any person authorized by either of the parties i.e. Bidder and Authority.   |
| 11. | Party                      | This means Authority or Bidder individually  |
| 12. | Parties                    | This means Department/ Authority and Bidder, collectively  |
| 13. | Request for Proposal (RFP) | This means this document and its annexure and any other documents provided along with this RFP or issued during the course of the selection of bidder, seeking a set of solution(s), services(s), materials and/or any combination of them.  |
| 14. | Default Notice             | This means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.  |
| 15. | Law                        | This means any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the State Government or regulatory authority or political subdivision of government agency.                     |
| 16. | Go-Live                    | This means when the Call Center and CRM application is made operational for the Call Center Executives and Authority should be able to start viewing the real time records with respect to Calls, agents etc. to log their case logs with respect to any Call, email, chat, whatsapp etc. case category. |
| 17. | Critical Issues            | This means issues impacting any of the Call Center Operations irrespective of hardware/ software/ Manpower issues.   |

### Section 3: Document Control Sheet

|    |   |  |
|----|---|--|
| 1. | Tender Inviting Authority Designation and Address   | Punjab State e-Governance Society,<br>O/o Department of Governance Reforms,<br>Plot D-241, Industrial Area, Phase – 8B,<br>Sector – 74, Mohali - 160062  |
| 2. | Name of the Work                                    | Selection of Implementing Agency for Unified State Helpline  |
| 3. | a) Tender document availability                     | Can be downloaded from<br><a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>  |
|    | b) Cost of Tender Document (Form Fee)               | INR 5,000/- (Five Thousand only) is to be paid through online mode available on e-tendering portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> . In case of any processing fees, it has to be borne by the bidder.                                 |
| 4. | Publication of E-Tender on State e-tendering portal | 16/12/2020   |
| 5. | Date, Time & Venue for Pre Bid meeting              | 22/12/2020 at 11am in office of the Department of Governance Reforms, Plot D-241, Industrial Area, Phase – 8B, Sector – 74, Mohali – 160062 or through VC<br><a href="https://dgrpunjab.webex.com/meet/gaurav.nijhawan">https://dgrpunjab.webex.com/meet/gaurav.nijhawan</a> |
| 6. | Release of corrigendum (if required)                | Any time before opening of the bids on e-tendering portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>  |
| 7. | Earnest Money Deposit (EMD)                         | INR 5,00,000/- (Rupees Five Lakhs) through online mode only available on e-tendering portal.   |
| 8. | Performance Bank Guarantee                          | 5% of the total contract Value   |
| 9. | Last date and time for submission of bids           | 07/01/2021 by 5pm on the e-tendering portal<br><a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>   |

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|-----|---|--|
| 10. | Date & Time for Opening of Technical Bids (Pre-qualification) | 08/01/2021 at 11am on the e-tendering portal<br><a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>                                  |
| 11. | Date & Time for Opening of Technical Bids and Presentation    | To be Intimated Later  |
| 12. | Date & Time for Opening of Commercial Bids                    | To be Intimated later  |
| 13. | Method of Selection   | Least Cost Selection (LCS)   |
| 14. | Website for RFP Reference                                     | <a href="https://eproc.punjab.gov.in/">https://eproc.punjab.gov.in/</a> and<br><a href="https://dgrpg.punjab.gov.in/">https://dgrpg.punjab.gov.in/</a> |
| 15. | Contract Period   | 2 years from the date of signing of agreement  |
| 16. | Contact Details   | Mr. Amandeep, Technical Executive<br>Mobile: 7986999481<br>Email: aman.deep90@punjab.gov.in  |

**Note: All corrigendum /addendums /clarifications regarding this RFP shall be posted on the above mentioned websites only. No other communication or advertisement will be given. Authority will not be responsible in case any bidder fails to upload the bid in stipulated time for any reasons.**

## Section 4: Introduction

### 4.1 Project Profile & Background Information:

The State Helpline is envisaged to be an innovative e-Governance project for Government of Punjab to empower the citizen by providing transparent and accountable means of information related to government schemes, request for information, grievance redressal etc.

It will be a centralized platform for integrated grievance and service management and will primarily be based around a State helpline for citizens. The State helpline will be supported by a web application. This integrated management system will provide:

- (i) multiple avenues to the Citizens for registering and tracking the status of their grievances
- (ii) automated workflow to departmental users of the state government for processing the grievance till redressal and generating necessary reports for proper monitoring.

It is envisaged that this State Helpline will act as a mean to serve the citizens who do not have the wherewithal to access the portal. The citizens will be able to lodge grievances, check status of their lodged grievances and provide necessary feedback/ suggestion simply by dialing the state helpline number. On receiving calls from the citizens the call center executive will access the grievance management CRM and provide services accordingly.

Selected Bidder has to provide with the complete Infrastructure required for the smooth operations of the Call Center upto 100 seats. To start with, Authority will proceed with the 25 seats. It is clarified here that Authority shall not make any additional payment in respect of Team Managers/Supervisor etc. deployed by the selected Bidder for taking escalations, supervision and control of CCEs calls on the floor; however, Selected Bidder has to provide with one point of contact (Project Manager level) who is available at all times for the Authority. This point of contact shall have atleast the following qualification and experience:

| Qualification            | Experience                  |
|--------------------------|-----------------------------|
| B.E/B.Tech/ MCA/ MSc/MBA | 7+ Years of work experience |

Selected bidder shall be required to take all types of clearances/permissions required for setting up and Operations of call center.

## 4.2 Objectives of the Project:

Prime objectives of the project are as below:

1. Make grievance redressal process, citizen friendly, transparent, accountable, effective and efficient by automating the processes and functions at various levels of each department.
2. Improve delivery of citizen-centric services through effective usage of Information & Communication Technology (ICT).
3. Provide higher authorities with real time information by leveraging various tools and techniques thereby enabling them to do proper monitoring of grievances and taking appropriate actions/ decisions.
4. Facilitate collection, storage, retrieval, analysis, transfer and sharing of data and Information among various stakeholders.
5. Keep track of the progress of the grievance disposal process.
6. Reduction in manual and redundant file processing for disposal of the grievance at each level of departments.
7. Faster and real time data sharing with other related departments thereby enhancing the overall efficiency of grievance redressal process.
8. Empowerment of citizen by providing required information of the grievance redressal process at each level.
9. Achieve important aspects of good governance viz. Robust Delivery System, Transparency, Communication, Grievance Redressal and Sensitivity towards citizens

### **Coverage:**

**Delivery Centers:** The State Helpline will be accessible by citizens via the following delivery channels across Punjab:

- State Helpline phone number
- Web portal

**Geographical:** Across Punjab involving: 22 districts, 146 blocks, 12278 Villages

### **Outcomes of the project:**

- A transparent and accountable system where roles and responsibilities are defined for each stakeholders.

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- Single window operation (State helpline based) for all grievance redressal related operations across all departments for the state.
- Meticulous distribution of service area and subjects for all departmental officers from the grass root levels.
- Easy to access service delivery mechanism by ensuring various avenues of grievance registration/ status tracking and feedback process for citizens.
- Empowerment of citizens by providing facility to provide feedback, send reminders to the dealing officer, request to reopen grievance in case of dissatisfactory redressal and provision of verification process to ensure proper redressal of grievances.
- Uniform and standardized process at all levels.
- Defined service levels at each stage depending on the nature of the grievance.
- Eradication of redundant processes by online generation of customized reports.
- Various means of monitoring the grievance redressal process.
- Analytical reports as per the requirement of the Authority.

**PSeGS intends to select an agency for setting up, development, maintenance and support of the State Helpline and associated web applications.**

### **4.3 Welfare of Workers & Statutory Regulations:**

#### **Protection of Minimum wages to workers**

The Selected Bidder shall ensure that no employee shall get wages less than the minimum rates of wages applicable in the state of Punjab (as per the applicable category of manpower engaged) issued by Deptt. of Labour (Govt. of Punjab) as per Minimum Wages Act 1948 during any period of contract. The Selected Bidder shall also be responsible for compliance of all statutory regulations and labour laws applicable for the period of contract.

In case any difference of opinion emerges during execution of work between Selected Bidder and authorized officers of PSeGS/ DGR regarding interpretation of any clause; the decision of Member Secretary, PSeGS will be final and binding.

## Section 5: Scope of Work (SoW)

### Details of work:

The Selected Bidder shall be responsible to undertake set-up, commissioning, development, maintenance and support of State Helpline operations. The three major phases as mentioned below -

- a) State Helpline set up
- b) State Helpline Application development and integration phase
- c) State helpline Operations and Maintenance Phase

The Selected Bidder may also be required to undertake the following activities at a later date as required by the Authority -

- a) Development of new modules
- b) Training and Capacity Building

### Quick Tentative list for the Selected Bidder:

1. Call Centre Infrastructure:
2. Office space for Call Centre operations
3. Head-sets
4. Telephone Instruments
5. Desktop
6. Other applicable infrastructure components,
7. CCTV, etc.
8. CRM Application
9. IVRS
10. ACD
11. Call barging and recording software
12. PRI Lines / SIP Trunk
13. Toll free number
14. Network Connectivity (MPLS)
15. Any component (service/ hardware/Software) that is not explicitly mentioned above is to be provided by the successful bidder for smooth and adequate running of the Call Centre.

### Call centre to handle following:

16. Inbound calls

17. Email/SMS Handling
18. Chat Support
19. WhatsApp Support
20. Outbound Calls

## **Phase 1 - State Helpline Set-up:**

In this phase, the Selected Bidder shall set-up and commission the physical and technical infrastructure required for the State Helpline (Inbound/ Outbound) as per details given here under in order to get it ready for go-live. Required servers for the State Helpline solution will be provided by Selected Bidder.

### **I. Infrastructure/Building:**

#### **a) Physical Infrastructure**

Selected bidder has to ensure that the location of the State helpline is Chandigarh/ Mohali. The following shall be provided by the Selected Bidder unless otherwise explicitly stated.

1. Selected Bidder shall provide space for area for the State helpline (for set- up and training of agents).
2. The electricity for the State helpline shall be provided by Selected Bidder.
3. Office furniture and setup including air-conditioning, networking, telephone connectivity, pantry area etc.
4. Provide a training room in the allocated area with appropriate facilities.
5. The proposed site should have adequate power back up to four hours.
6. Adequate seating space for at least two officers.

**NOTE: The Infrastructure mentioned above is indicative in nature and any additional requirements required for the operations of Call Centre will have to be provided by the Selected bidder. Cost for the same will be borne by the Selected Bidder only.**

#### **b) Technical Infrastructure**

##### **Procurement and Installation of IT infrastructure.**

The Selected Bidder will set up the technical infrastructure at his premises as per scope of work defined in the RFP. The setup of IT infrastructure (hardware and related software) shall be at the premises/cloud, whatever is feasible.

**The key features of this setup shall be:**

1. The servers and server side infrastructure of the State helpline will be provided, setup and commission in the premises of the call center to handle any technical issues related to real-time and shall thus be able to leverage common facilities like Facility Management, Power backup etc.
2. It will be the Selected Bidder's responsibility to deploy the required hardware and software (including servers) at its own premises, cost of which will be borne by the Selected Bidder. Appropriate manpower should be made available by Selected Bidder for the configuration and maintenance of the CRM/IVRS/CTI/Recording Solution.
3. Selected Bidder shall be responsible for the uptime of the servers, deputed at its premises and agent area, measured against SLA. Selected Bidder shall also provide FMS and O&M for the backup and recovery, vendor management for the hardware maintenance, OS configuration, patch management for the OS and database in consultation with Selected Bidder.
4. It will be the Selected Bidder's responsibility to provide office space, workstation, soft phone, headsets, Internet connectivity etc. on its own premises selected for call center operations. Cost shall be borne by the Selected bidder only.
5. The Selected Bidder has to ensure that a proper DR setup is configured at his place so that data, applications are absolutely secure from any malware, spyware, ransomware attacks including any Cyber Security Attacks and data is secure at all the times. In addition, Selected bidder has to ensure backup of call recordings, CRM, etc.

**II. State Helpline Number, IVRS, SMS, Whatsapp, Chat & Email:**

- a) The Selected Bidder shall purchase the shortcode number (3 or 4 digit) for the State Helpline in consultation with the Authority. This number for SMS/ helpline number shall be in the name of Authority; however, the IA has to liaison on behalf of Authority for all the work related to allocation/ operation of the said number with private/ government agencies. The cost of the number shall be borne by the IA for the full duration of the project.
- b) Selected Bidder has to ensure the shortcode taken for Authority shall have option to receive call as well as SMS and Service provider shall develop its application to take SMS on a web based application which can be further replied by the State Helpline Call Center agents. The reports for such call/shall be given in specific format to Authority.
- c) The number should be accessible from all network operators and Citizens should be able to access this number from mobile as well as landline.
- d) Citizen shall be able to call this number from any Telecom network in state of Punjab and will pay as per call charges in their bill plan.

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- e) The Selected Bidder has to ensure that there must be an option of IVR as well as SMS. IVR and SMS Script will be provided by the Selected Bidder but finalized by the Authority. Authority will help the Selected Bidder in providing with the SMS gateway options wherein API will be provided by the Authority, however integration with the CRM software will be done by the Selected Bidder. Cost of the SMS will be borne by the Authority.
- f) Selected Bidder has to provide system to send automatic outbound calls (interactive / Non-interactive) for the cases logged in the system. Authority will decide as to whom the automatic outbound calls needs to be send. Cost for the automatic outbound calls to be borne by the Authority; however, integration has to be done by the Selected Bidder. In case any infrastructure cost is involved, it has to be borne by the Selected bidder only.
- g) The Selected bidder has to provide with the option wherein citizen should be able to connect the helpline through whatsapp, chat or email or any other mode/ application as decided by the State at no additional cost. Cost for the business accounts for these channels will have to be borne by the Selected Bidder only.
- h) The Selected Bidder shall be required to add new flows/ change prompts and publish these immediately in the IVRS without having to take the services down with no additional cost.
- i) Inbound E-mails – The selected bidder shall reply to inbound emails received on [@punjab.gov.in](mailto:@punjab.gov.in) (to be decided by the Authority). Emails shall only be answered in English; however, case logs will have an option to attach such email for the representative to take proper action as per the letter.
- j) Inbound Chats – The selected bidder shall reply to inbound chats received on the chat support link for the State Helpline. Chat shall only be answered in English. The Selected Bidder can develop and use Chat Bots intermingled with agents to answer citizen’s queries.
- k) Web Application / WhatsApp Comments - The selected Bidder shall review the Comments/ Queries received on Web Application / WhatsApp Business number and provide resolution to queries/grievances etc.  
End to end responsibility – The Bidder shall take end-to-end responsibility to close the loop with different entities that may have to come together to provide a resolution to Customer queries through proactive follow-up. The Service Provider shall work jointly with Authority to identify problem and queries. These may be shared with Authority on regular basis and Successful bidder will prepare the FAQs by coordinating with departments. The Selected bidder shall also work closely with Authority in developing work flow, escalation procedures and reporting mechanism for resolution of queries/grievances through different resolvers.

**III. Seats:**

The State Helpline will follow the cost structure based around the per-seat model. The State Helpline will be for 25 seats initially divided into multiple shifts of the day (6AM-2PM: 11 seats, 2PM- 10PM: 11 seats, 10PM-6AM: 3 seats) and can be scalable upto 200 seats. The division of the seats is indicative in nature and can change from time to time based on the requirements of the Authority. The Selected Bidder shall ensure call center operations are scalable and that additional seats can be procured on a need basis by Authority. The Project Officer Incharge shall issue an order intimating the aforesaid requirement to Selected Bidder. The Selected Bidder shall have to ensure increase / decrease of seats as per the following:

- a) Temporary increase shall mean increase for a limited period. It could be for a few months/days.
- b) For any temporary increase in the number of seats. It should be intimated 3-5 days before increasing.
- c) In case Authority wishes to reduce the number of seats/ change an agent, a written/email communication with a notice of one week will be sent to the Selected Bidder. The Selected Bidder would ensure appropriate handover of work from the outgoing agent.
- d) The Selected Bidder shall be paid on the pro-rata basis with regards to the quote submitted per month per seat by the Selected Bidder.

**IV. Customization and integration of applications:**

- a) As part of the establishment of the State Helpline, the Selected Bidder will customize and integrate the various applications for State Helpline as per the requirements of Authority. These applications will include:
  1. Interactive Voice Response System (Vendor)
  2. Automatic Call Distribution
  3. Customer Relationship Management Application
  4. Computer Telephony Integration
  5. Recording Solution
  
- b) Suitable reporting software should be available, as part of the above mentioned applications, to generate standard report formats to measure/ verify various SLAs, for monitoring the performance of agents, IVRS, ACD etc. Selected Bidder shall leverage the existing applications and or develop a new portal for sharing reports so that the designated

officers are able to generate reports. The key characteristics of the reports shall include:

1. The reports should be in flexible reporting formats, in xls, pdf, csv or any other user-friendly structure including graphics depending on the request of the Authority from time to time.
2. Reports should also be available in web-enabled format & should be configurable to be mailed to a defined mailing list at defined interval/ period.

**V. Content and SOP preparation:**

The Selected Bidder will have to provide the complete manual/ SOP for the CRM along with the URL of the staging server for UAT and testing purposes before go-live. In addition, Selected bidder will be preparing all the manuals as per the requirements of the Authority which are relevant for the Call Center. This will help the Call Center executives to share proper information with the citizens by looking at the manual.

**VI. UAT and Certification:**

The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements, standards, specifications and performance. As part of the acceptance testing and certification, the Selected Bidder will be responsible for:

- Preparation and submission of detailed UAT plans/formats.
- Prepare various use cases and scenarios.
- Perform hardware and software testing of various components/modules as per the scope of work specified by Authority.
- Assist Authority in carrying out user acceptance of the solution.
- Provide system test cases with results.
- Providing appropriate bug reporting and tracking tools.
- Rectifying hardware and software issues/bugs reported during testing upto the satisfaction of Authority. Final approval/ user acceptance of the system will be given by the Authority after successful implementation and testing.

**VII. Security Audit and Go-Live**

Post UAT and incorporation of its feedback, the Selected Bidder will have to get the entire integrated solution for State Helpline security audited by the CERT-In empanelled vendor. The Selected Bidder will also be responsible for addressing the bugs received in the security audit. The Selected Bidder needs to provide the security certificate after the security audit is completed for the CRM web application.

- Post Security audit the commissioning of the State Helpline will be accomplished when the following activities are completed:

- a) Hiring and training of 25 agents for which the roster will be provided by the Authority.
- b) Site preparation which would include physical and IT infrastructure.
- c) Setting up (Development, Integration, Testing and Commissioning) of all software and hardware components of the State Helpline and grievance management application.
- d) UAT (using the state helpline number) completion and incorporation of all feedback received during the UAT.

**VIII. Installation of the web cam for the State Helpline**

Selected bidder has to ensure that there should be a separate bay for the State Helpline and webcams are installed for live monitoring by the Authority. Live feed access to be provided to Authority by the Selected bidder.

**Phase 2 –Development and Integration of the State Helpline application:**

The broad activities that are to be carried out by the Selected Bidder during this phase are the development of the State Helpline application and the integration with the existing modules of the State Helpline management portal, during this phase.

The Selected Bidder Services shall be required to deploy competent and qualified resources, as defined in the (Operations and Maintenance section of the SoW in this RFP), to undertake all or part but not limited to the list activities mentioned below for the State Helpline application development and maintenance. Management of the manpower resources will be of the Selected Bidder only.

**Requirement Study and Documentation**

The Selected Bidder will be required to carry out requirement study/analysis of business processes to thoroughly understand the functional and operational mechanism and collect requirements from the concerned officer(s) and undertake the following activities:

**Input**

- Assess existing applications from the perspective of Re-development or integration or both with other applications.
- Understand/assess input data and outputs/reporting requirements.

## **Output**

- System AS-IS document
- User Requirement Specifications document
- FRS detailing Functional and Non-Functional requirements.

## **Application Design and Documentation**

Prepare SRS / SDD, based on the captured business, functional and technical requirements and undertake the following activities:

1. Independent assessment of the requirements of the concerned department/ user group and prepare SRS document.
2. Prepare and maintain various design documents based on principles of modular approach to develop secure and scalable application software including:
  - Enterprise / Application and Security Architecture Document
  - Data Flow Diagrams (DFD) and Database Designing
  - High Level Design(HLD)

## **Web based Customized State Helpline Application Development:**

Design and development of various application modules offering functionalities in line with the SRS, SDD etc. and undertake the following activities:

- Collect, collate and create metadata for design of database, design application screens, forms, modules, connectors, and develop the application as per final specifications / SRS / SDD etc.
- Ensure developed application modules meet Authority and/or any other guidelines as mentioned in work order and standards in terms of security features, application architecture, Unicode compliance etc. as per the direction of Authority.

## **Application Testing**

Testing of developed application majorly covering functional, performance, security, load and integration testing and undertake the following activities:

- Prepare & submit Test Strategy, Test Plan and Test Cases to Authority.
- Conduct testing of various components / modules of the developed application as per the directions and approval from Authority and share the report with Authority.

- Execute and perform various application/ modules testing like functional, performance, load, security, integration, testing etc. and share the report with Authority.

### **Deployment and Configuration of Application on test environment**

Deploy and configure the developed application on the Staging/Test server as per approval received from Authority.

### **User Acceptance Testing (UAT)**

Prepare Test cases, conduct UAT and undertake the following activities:

- Prepare detailed UAT plans, schedules, procedures and formats.
- Prepare UAT use case scenarios and expected results.
- Conduct UAT, identify and rectify developed application issues / errors / bugs reported during the testing/UAT up-to the satisfaction of Authority.

### **Deployment and Configuration of Application**

Deploy and configure the developed application on the production server as per approval received from Authority and in coordination with the development team.

### **Application Go-Live**

Post deployment of the application, the application development team shall monitor the performance of the application based on the application load/ user traffic and make necessary modifications to enhance application performance. Team shall also undertake necessary corrective actions to resolve all the reported bugs to achieve CRM Application Go Live for Call center agents to log the calls effectively.

## **Phase 3- State Helpline Operations and Maintenance:**

### **1. Maintenance and Support of State Helpline Application:**

The broad activities to be conducted by the Selected Bidder under Maintenance and Support phase:

#### **a) Deployment of Manpower for O&M/FMS:**

For carrying out the maintenance support services the Selected Bidder shall ensure that the development team is always available till the total period of the contract so that the necessary changes can be made as and when required.

**Note: Authority will only be concerned about the changes in the software as and when required and it is the responsibility of the selected bidder to decide on the requisite manpower for the software development/ maintenance.**

**b) Period of Operations and Management Phase:**

Post commissioning, the application will be supported and maintained by the Selected Bidder for a total contract period of 24 months including the date from which the State Helpline Application is made live (the total contract will be for 2 years).

The contract may be extendable for 24 months (on yearly basis) solely at the discretion of the Authority on the same terms and conditions of this RFP. In case of any extension awarded to the Selected Bidder beyond two years after go-live, the man/month cost of the deployed resources as above, may be increased after consultation and mutual agreement with Authority.

**c) Helpdesk Support (Incident/ Problem Management):**

The Selected Bidder would set up a Helpdesk at its own premises. The helpdesk shall be able to perform the following activities:

- a. Handle issues (Critical/ Non-Critical) being reported by various users of the State Helpline Project Team of Authority. Failure to resolve the issues will lead to penalty as per the terms defined in Section 12 of this document.
- b. Register the issues being reported and provide intimation about the resolution.
- c. Provide support for logging and resolution of the complaint and bug fixing of the application.
- d. The Selected Bidder shall have to maintain a web based online call log register with all the necessary details/ references and submit the report from same to the Authority as and when required. The Selected Bidder will also provide a login to the State Helpline Project Team of Authority for logging and view the status of the complaint. The format of the report would be mutually decided later at an appropriate time.
- e. Once the complaint is registered by users into the system, the system will create a ticket for the problem reported. The problem / ticket should be closed only by the State Helpline Project Team of Authority after the resolution of the problem.
- f. Whenever required, the helpdesk staff shall escalate the problem to the Project Manager and maintain the log/status of the complaint in the online call log register.
- g. Reply to the queries/ feedback/ suggestions/ complaints from all the stakeholders.
- h. Selected Bidder is required to put in a Man-hour login web based monitoring system, so that Authority is able to verify and monitor daily work activity done by the team on the project. The MHL report should also be submitted every fortnight formally as supporting document. In addition, the admin access which

needs to be given to the Authority should have a provision to check such reports on a real time basis.

**d) Support Services for State Helpline Portal: chat/call/email/Whatsapp**

The Selected Bidder shall be responsible for the following activities:

- a. Overall administration, operations, monitoring, maintenance of the State Helpline Portal and the Database to ensure the desired uptime.
- b. Ensure periodic (complete back on monthly basis and incremental on daily basis) backup and recovery of Database, application and web content.
- c. In handling inbound calls - The selected bidder shall provide inbound voice call service in English/Punjabi/Hindi. Most of the queries / grievances may be resolved by the Customer Care Executives using the information available. However, for unresolved queries / grievances, the company shall forward the cases to the concerned departments using proper escalation mechanism. The escalation mechanism will be explained in details during the orientation training.
- d. Make necessary changes in the layout, colour schema, MIS reports format, input forms layout.
- e. Provide technical support in addition to the email; phone and remote login to address, analyze and fix any technical glitches within the existing features. The scope of technical support includes rectification of errors within the existing application, content management, addition or removal of feature(s) from the developed solution.
- f. Adopt change management procedures to ensure that no unwarranted changes are carried out to the web enabled application. All the changes carried out by Selected Bidder must be formally approved by the Authority.
- g. Perform Performance Tuning and ensure resilient performance of the developed web enabled application, as the system has been designed to handle any number of requests.
- h. Administration, support & maintenance throughout the project period. The Selected Bidder shall provide support on following activities:
  - i. Minor changes in developed application
  - ii. Bugs Fixing reported
- i. Debugging, modification, tuning, monitoring and updating in the application Software as and when required by the user department for smooth functioning of the application.
- j. Proper version control and configuration management of the source code.

**e) Enhancements in functionalities of the existing modules:**

- a. Based on the evolution of the requirements of various stakeholders the Selected Bidder shall be responsible to enhance the functionalities of the existing modules without affecting the overall performance of the State Helpline Portal and maintaining the compatibility with legacy modules.
- b. The Selected Bidder shall develop the enhancements in the test environment first and after thorough testing and satisfactory performance of the enhanced features in the test environment shall deploy the enhancements in the production environment subject to the approval of Authority.
- c. All the enhancements required should be documented in SPRINTS with a defined timeline of deployment of each functionality/ enhancements reported and required.

**f) Integration with other applications/modules:**

- a. Considering that State Helpline is an integrated Grievance Management System the Selected Bidder shall be responsible for providing integration support for integrating with other applications/ modules that may be decided in future course of action by Authority.
- b. The Selected Bidder is expected to revamp the existing User Profile Management of Punjab and integrate it with the proposed User Profiles of State Helpline to enable seamless integration with the Single Sign On being implemented for all the applications.
- c. Develop necessary web services/APIs required for integration with any other Web/Mobile applications.

**g) Development of new modules:**

- a. In addition to maintenance of the existing modules the Selected Bidder shall also be responsible for development of new modules of State Helpline Portal as per the requirement of Authority.
- b. The Selected Bidder shall conduct proper study and requirement gathering with the concerned stakeholders and document the requirements.
- c. Shall adopt an industry standard methodology for Software Engineering, covering the entire SDLC (Software Development Life Cycle)
- d. It is envisaged that the overall requirement would be developed on an incremental basis with the changing scenarios and requirements of Authority. The Selected Bidder shall employ an AGILE methodology of application/ module development. Methodology of SPRINT development and approval shall broadly include the following steps:
  1. At the initial level of each SPRINT process the selected bidder is expected to map all the current requirements of Authority through

- various meetings and convert these requirements into SPRINT documents mentioning the approximate timelines for release of each point in the SPRINTs.
2. The SPRINT document shall be reviewed by the Authority for finalization of the time period for each activity mentioned in the SPRINT.
  3. After finalization of the SPRINT, the selected bidder shall carry out necessary activities (including thorough testing) required for the SPRINT release within the stipulated time frame.
  4. The SPRINT shall be released within the stipulated time period and the status of each point shall be updated to Authority for necessary verification.
  5. Authority shall conduct verification/ UAT of each requirement mentioned in the SPRINT and shall point out the failure points in the SPRINT.
  6. All the failed/rejected points in a particular SPRINT shall automatically be included in the immediate next SPRINT for necessary rectification.
  7. The above process shall be followed for finalization and release of all subsequent SPRINTs during the entire project tenure.
- e. Conduct thorough testing of the new modules.
- f. The selected bidder shall be responsible for the following:
1. Conducting testing of various components/ modules of the software developed, as per the latest version of the IEEE730 standards.
  2. Designing the Testing strategy, Test Cases.
- g. The Selected Bidder shall assist Authority in obtaining Safe to Host Certificate by ensuring compliance to all the points/ discrepancies (if any) pointed out by the appropriate agency.
- h. The Selected Bidder shall be responsible for the deployment of all new modules developed by the Selected Bidder, at its own premises.
- i. User Acceptance Testing(UAT):
1. Prepare various use cases and scenarios
  2. Assist Authority in carrying out user acceptance of solution.
  3. System Test Cases with Results.
  4. UAT Case and Results.
  5. Rectifying the Software issues/ bugs reported during the testing up to the satisfaction of Authority.

**h) Training and Capacity Building:**

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1. Authority will be responsible for giving initial training; however, Selected Bidder has to make sure that everything is properly understood so that the proper message is given to all the Call center Agents.
2. The Selected Bidder shall be responsible for providing training for new modules and enhanced functionalities to the master trainers.
3. The Selected Bidder shall be responsible for preparing Training manuals for all the new and existing modules of the State Helpline application and Portal every month by incorporating the enhancements in each module.
4. Authority may engage the Selected Bidder as and when required for providing training support during any VC/ training session scheduled for stakeholders at various levels.

**viii. MIS Reports:**

Some of the reports will be Category wise, District Wise, Inbound call wise, status report, outbound call wise, avg handle time report, Dep't. Wise report, user wise report, pendency report, issue resolution exceeded by 3 days, 7 days, 10 days etc.

- a. The Selected Bidder shall have to submit certain key deliverables which are mentioned hereunder. However, in addition to the reports/ deliverables as indicated below, Selected Bidder shall prepare and submit all other required information in the desirable format as notified by Authority related to the project.
- b. The formats for all the reports shall be prepared by the Selected Bidder and submitted to Authority for approval. The reports submitted by the Selected Bidder should strictly be in the approved format only which, if required, may be revised from time to time.
- c. These sample reports are indicative in nature and Selected bidder has to provide with additional reports as will be asked from time to time by the Authority.

**ix. Language Capabilities:**

1. State Helpline operators should support the Punjabi, English, Hindi language to enable access to a greater section of the populace. The call center agents should be proficient (Reading, writing and Listening) in all the three languages i.e. Punjabi, English and Hindi so that case log can be defined for proper issue resolution; however, case log has to be in English for symmetric reporting.
2. For contacts made via telephone, an IVRS prompt shall provide language options to the caller to facilitate language selection. The Selected Bidder shall ensure that an adequate number of agents trained in local language are available for providing services.

3. Outbound emails to customers shall be in the language of communication received from the customer. In case language of communication is not known, English will be the default language. All types of SMS shall be supported in Punjabi, English and Hindi languages.

**x. Content Management:**

Content creation and management is the backbone of any State Helpline. The Selected Bidder will create, maintain, update and validate the scripts from the data for the purposes of facilitating the same to its agents. These scripts shall be considered for real-time citizen interaction usage only after approval from the respective state departments. Selected bidder has to ensure that all the scripts are approved by the Authority. Content Management shall entail the following activities on the part of Selected Bidder:

1. Content Creation: Content creation refers to the conversion and transformation of the identified information and data in predefined formats. Once the data transfer is completed from the Department's end, this data shall be processed at State Helpline level for conversion in predefined formats, usually in script form, which shall be utilized by Call Centre Agents during service delivery to citizens. During data processing, it shall be ensured by Selected Bidder that sanctity of data is maintained and no change in data content is done.
2. Content Update and Modification: Selected Bidder must ensure periodic update of content. Any update intimated by the Participating Department or Authority must be incorporated within 2 days of such intimation. Selected Bidder must also ensure preparation of FAQs on the basis of frequent service requests experienced at Call Center; the same shall be incorporated in the content every 15days.
3. Content Validation: Selected Bidder must ensure validation and formal vetting of scripts (including FAQs) generated and updated on the basis of content received from the participating departments before its use for real-time citizen interaction. The manner and frequency of validation shall be decided during discussions between the Authority and Selected Bidder. Selected Bidder shall submit the script / content related to the services to the owner/ participating department with the help of Authority and take formal approval either through email / written communication. Authority shall facilitate and help Selected Bidder in seeking timely approval from the participating department.

**xi. Call Management:**

State Helpline will be accessible by the customers on the designated number provided by the Selected Bidder which will be approved by the Authority. The calls initiated from any phone number/ operator to the designated number shall land in the State Helpline of the State. The Selected Bidder will be required to prepare the Standard operating procedures (SOP) for various call types received through various channels and for each service to be

delivered from the State Helpline. The list of standard operating procedures to be prepared includes, but not limited to, the following:

- a. SOP for handling voice, SMS, Whatsapp, Chat, Chatbot and eMail channels for information feedback and grievance requests.
- b. SOP for call closure including follow-up with departments.
- c. SOP, scripts and escalation matrix for each service to be delivered through State Helpline.

**NOTE: Selected Bidder has to ensure proper integration with all these channels and cost for same will be borne by the Selected Bidder.**

**xii. System Maintenance post Go-Live:**

The Selected Bidder shall be responsible for State Helpline solution and infrastructure maintenance during the operations and maintenance phase which shall include:

- a) Annual Technical Support Services including application patch, updates and deployment
- b) Application Customization (incl IVR Tree expansion)
- c) Maintenance of IT Infrastructure and support systems
- d) Helpdesk Management
- e) Preventive Maintenance Services
- f) Corrective Maintenance Services
- g) Configuration Maintenance Services
- h) Network Management Services
- i) Vendor Management Services
- j) Asset Management Services
- k) Overall responsibility for smooth operations of the complete State Helpline ecosystem.
- l) Any other management/integration required as part of the State Helpline operations.

**xiii. Monitoring:**

1. A facility should be available for the Authority's monitoring team, external & internal auditors to periodically inspect the functioning of the Call Center. The monitoring team should be able to access all sub-systems/ servers), records, security measures including data & software back-ups, firewalls, anti-virus software updates etc.
2. Selected bidder has to ensure that whenever members of the authority are available in the call center for inspection, they should have the option to check the real time internal reports and can have the option to barge in between the calls.
3. For monitoring, audit and quality assurance purposes, 100% call recording should be done and such recordings should be stored for a minimum period of 180 days from the

date of recording. Selected Bidder shall provide the recorded log to the Authority every month via compatible medium. This should capture at least the following information:

- a. Date
- b. Time
- c. Call Duration
- d. Agent ID
- e. Caller Number
- f. Service Request Number
- g. Number Dialed for Outbound Calls
- h. Inbound/Outbound Identifier - System Generated

**xiv. CRM (Customer Relationship 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 fulfilment
- l. System and agent monitoring
- m. Data import/export
- n. Complaint tracking system

- 2. The CRM of call center shall be the front-end application, which shall be tightly integrated with the Punjab Grievance Redressal System application for the Punjab Government.
- 3. The application should be able to pick relevant data and/or screens without delay, from these systems.
- 4. The Selected Bidder would have to ensure proper 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 equipment's provided for.
- 5. The CRM shall properly handle all means of connectivity & accessibility to ensure smooth & prompt call center functioning.

6. The Selected bidder will have to study the present application of Punjab Grievance Redressal System and propose the best work flow management system considering the backend to act as a single information source for the State.
7. 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.
8. 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.
9. The system should record the id of the person who captured the complaint.
10. 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 accordingly. 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. There should be no limit to the number of scripts.
11. If literature is requested, CRM should be able to generate a “picking list” along with a personalized cover letter and label.
12. 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.
13. 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.

Apart from the above mentioned features, the Selected Bidder has to provide with the below mentioned features as well:

1. Personalized & Multi-Level IVR
2. CRM Integration
3. 3-way Calling and Call Recording (100%)
4. Call Pulling
5. Live Call Coaching/ Call whisper
6. Click to chat and Email Support
7. Call Back Reminders
8. Adopting best practices on other call centres handling overseas student

#### **xv. Quality Assurance Process**

The selected Bidder is expected to deploy dedicated quality assurance team for entire duration of the contract. The quality assurance team should be independent of the operations and training team. The quality assurance team should have the facility of remote call listening. The quality assurance team is responsible for the following, but not limited to:

1. Monitoring at least 70% calls of all the CCEs during on-job training.
2. Monitoring the performance of CCEs on the basis of Quality Template submitted by the Selected Bidder and approved by the Authority by reviewing at-least 45 calls or 45 emails (in case of email agents) or 45 Chats etc. per CCEs per month.
3. Providing feedback and executing Continuous Improvement Plan (CIP) to ensure best services to the Citizens of Punjab as per the terms and conditions defined in this RFP.
4. Performing root cause analysis for repeated failure in service delivery and sharing the report for the same with Authority.
5. Providing help in enhancing the existing training modules, frequently asked questions, etc. that help improve in-house operations as well as provide analysis to Authority.

## **Section 6: Payment Terms**

The sum quoted by the Selected Bidder for set up, Development, up-gradation, operation and maintenance of call center 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 Authority, the payment will be made between the second and the third week of the month following the month for which services have been rendered. Authority may require the vendor to furnish any relevant clarification/information to facilitate proper checking of the bill.

Payment will be made purely on the basis of per seat basis and no separate payment for the hardware/ software will be made to the Selected bidder.

## **Section 7: Instructions to Bidders**

### **7.1 General**

1. All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by Authority on the basis of this RFP.
2. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Authority. Authority may cancel this RFP at any time prior to a formal written contract being executed by or on its behalf.
3. This RFP does not constitute an offer by Authority. The bidder's participation in this process may result in Authority selecting the bidder to engage towards execution of the contract.

### **7.2 Validity of the Bids**

1. Bids shall remain valid till 6 months from the date of submission of bids. Authority reserves the right to reject a proposal valid for a shorter period as non-responsive.
2. In exceptional circumstances, Authority may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional.
3. Authority reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### **7.3 Tender Document Fees**

The bidder may download the tender document from the website as mentioned in the Document Control Sheet (DCS) of this RFP. The bidder shall furnish tender document fees, as part of the Eligibility Criteria, as per detail provided in DCS in this RFP. Any processing fees associated with the tender document fees needs to be borne by the bidder. This fees is non-refundable and non-transferable.

### **7.4 Amendment to the Tender document**

1. Amendments necessitated due to any reasons, shall be made available on website only as provided in this RFP. It shall be the responsibility of the bidders to keep on

- visiting the website to amend their bids incorporating the amendments so communicated through the website. Authority shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.
2. The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.
  3. Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.
  4. Authority, at its discretion and at any time, may extend the last date for the receipt of Bids.

### 7.5 Clarification on the Tender Document

The bidders requiring any clarification on the bid document may submit their queries before the prebid date and time via email as mentioned in the Document Control Sheet in the following format in a MS Excel file:

| SN | RFP Clause No. | Page No. | RFP Clause detail | Clarification / Amendment Sought |
|----|----------------|----------|-------------------|----------------------------------|
|    |                |          |                   |                                  |

### 7.6 Clarifications on Submitted bids

During process of evaluation of the Bids, Authority may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

### 7.7 Earnest Money Deposit (EMD)

1. The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
2. The EMD shall be in Indian Rupees and bidder has to pay through online mode.
3. EMD of the Selected bidder will be released after the Selected bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
4. EMD of all unsuccessful bidders would be refunded by Authority as promptly as possible after signing of the agreement with the Selected bidder.
5. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.

6. The Earnest Money will be forfeited on account of one or more of the following reasons:-
- a) Bidder withdraws its bid during the validity period specified in the RFP.
  - b) Bidder does not respond to requests for clarification of its bid.
  - c) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
  - d) In case of a Selected bidder, the said bidder fails to sign the contract in time; or furnish Performance Bank Guarantee in time.
  - e) Failure to abide the RFP conditions
  - f) Any conditional commercial bid will lead to disqualification of the entire bid and forfeiture of the EMD.
  - g) Bidder quoting negative rates will be treated as non-responsive and will result in forfeiture of the EMD.
  - h) Errors & Rectification: If there is a discrepancy between words and figures in the financial bid, the amount in figures will prevail.
  - i) If the bidder doesn't accept the correction of error(s) as specified, its bid will be rejected and EMD will be forfeited.

### 7.8 Preparation of Bid

The Bidder must comply with the following instructions during the preparation of Bid:

- i. The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.
- ii. The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
- iii. The bid shall only be uploaded on the ***www.eproc.punjab.gov.in*** website by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
- iv. All payments / deposits / fees with respect to this tender shall be in Indian Rupee only.
- v. No bidder shall be allowed to modify, substitute, or withdraw the Bid after last date of its submission.

- vi. The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by Authority to facilitate the evaluation process, in negotiating definitive “Selected bidders” and all such activities related to the bid process. Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- vii. Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- viii. Failure to comply with the below requirements shall lead to the Bid rejection:-
  - a. Comply with all requirements as set out within this RFP.
  - b. Submission of the forms and other particulars as specified in this RFP and respond to each element in the order as set out in this tender.
  - c. Non-submission of all supporting documentations specified in this RFP, corrigendum or any addendum issued.

## **7.9 Disqualifications**

Authority may at its sole discretion and at any time during the evaluation of Bids, disqualify any Bidder, if the Bidder has:

- i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- ii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding five years.
- iii. Failed to provide clarifications related thereto, when sought;
- iv. Submitted more than one Bid (directly/in-directly);
- v. Declared ineligible by the Government of India/State/UT Government for corrupt or fraudulent practices or blacklisted.
- vi. Submitted a bid with price adjustment/variation provision.
- vii. Documents are not submitted as specified in the RFP document.
- viii. Suppressed any details related to bid.
- ix. Submitted incomplete information, subjective, conditional offers and partial offers submitted or not submitted documents as requested in this document
- x. Submitted bid with lesser validity period
- xi. Any non-adherence/non-compliance to applicable RFP content

### **7.10 Deviations**

Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their authorized representatives so that all clarifications and assumptions are resolved before bid submission.

### **7.11 Notification of Award of Contract**

Authority will notify the Selected Bidder in writing about acceptance of their bid. The notification of award will constitute the formation of the contract after submission of performance bank guarantee.

### **7.12 Performance Bank Guarantee**

Performance Bank Guarantee equivalent to 5% of the total contract value rounded off to the nearest thousand Indian Rupees from a Scheduled Commercial Bank in India in favour of PSeGS, Govt. of Punjab. It should be in the form of an unconditional, irrevocable and continuing Bank Guarantee as per the format defined in this RFP and would remain valid for 27 months from the day contract is signed. The claim period and other details of the Performance Bank Guarantee are as per format shared in this document. The Performance Bank Guarantee shall be submitted within 10 (Ten) days from the letter of award for due fulfillment of the contract.

Performance Bank Guarantee would be returned only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract. EMD of Selected bidder will be returned on the submission of performance bank guarantee. In case contract gets extended, so revised bank guarantee for that much time needs to be submitted.

### **7.13 Signing of the Contract**

1. The Selected Bidder will sign the contract with Authority within 7 working days of the submission of the Performance Bank Guarantee.
2. After signing of the contract, no variation in or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

### 7.14 Fraud and Corrupt Malpractices

All the Bidders must observe the highest standards of ethics during the process of selection of "Selected Bidder" and during the performance and execution of contract.

For this purpose, definitions of the terms are set forth as follows:

1. "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Authority or its personnel in contract executions.
2. "**Fraudulent practice**" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive Authority - of the benefits of free and open competition.
3. "**Unfair trade practice**" means supply of services different from what is ordered on, or change in the Scope of Work.
4. "**Coercive practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
5. Authority will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent, unfair trade or Coercive practices.
6. Authority will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent, unfair trade or Coercive practice in competing for, or in executing, the contract at any point of time.

### 7.15 Confidentiality

The Selected Bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the Authority or operations without the prior written consent of the Department.

### 7.16 Duties, Taxes and Statutory Levies

All taxes, duties and any statutory levies etc. payable by the Selected bidder during the contract tenure shall be the sole responsibility of the Selected bidder.

## **Section 8: General Conditions of Contract (GCC)**

### **8.1 Standards of Performance**

The Selected Bidder shall deliver the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Selected Bidder shall always act in respect of any matter relating to this contract as faithful Selected bidder to the Authority. The Selected bidder shall always support and safeguard the legitimate interests of the Authority, in any dealings with the third party. The Selected bidder shall conform to the standards laid down in the RFP in totality.

### **8.2 Contract Period**

The contract signed with “Selected Bidder” shall be valid for 24 months from the date of signing of the agreement. If the services of the Selected Bidder are found satisfactory, contract may be extended by mutual consent on the same terms & conditions.

### **8.3 Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

### **8.4 Termination of Contract or Work Orders**

#### **8.4.1 Termination of Contract for default:**

The Authority without prejudice to any other remedy for breach of Contract, by a written notice of not less than 1 (One) month sent to the Selected Bidder may terminate the Contract/ blacklist in whole or in part for any of the following reasons:

1. If the Selected Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Authority; or
2. If the Selected Bidder fails to bid or respond for three consecutive bid given by the Authority without assigning any satisfactory reason to Authority in writing or on email; or
3. If the Selected Bidder fails to perform any other obligation(s) under the contract; or

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4. Laxity in adherence to standards laid down by the Authority; or
  5. Discrepancies/deviations in the agreed processes and/or Services; or
  6. Violations of terms and conditions stipulated in this RFP.
- a) In the event the Authority terminates the Contract in whole or in part for the breaches attributable to the Selected Bidder, the Authority may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Selected Bidder shall be liable to the Authority for any increase in cost for such similar Services. However, the Selected Bidder shall continue performance of the Contract to the extent not terminated.
  - b) If the contract is terminated under any termination clause, the Selected Bidder shall handover all the hardware/ software/ documents/ executable/ Authority data or any other components/ relevant information to the Authority in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another Selected Bidder or to the Authority.
  - c) During the transition, the Selected bidder shall also support the Authority on technical queries/support on process implementation or in case of any provision for future upgrades.
  - d) The Authority right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
  - e) In the event of failure of the Selected Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Authority at its sole discretion may make alternate arrangement for getting the Services contracted with another Selected Bidder. In such case, the Authority shall give prior notice to the existing Selected Bidder. The existing Selected Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider'/ Selected Bidder completely takes over the work. During the transition phase, the existing Selected Bidder shall render all reasonable assistance to the new Service Provider/ Selected Bidder within such period prescribed by the Authority, at no extra cost, for ensuring smooth switch over and continuity of services. If existing Selected bidder is *in* breach of this obligation, they shall be liable for paying a penalty of as provided in Penalty Section of this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee. Authority or the "Selected Bidder" can terminate the contract in the event of default of terms and conditions of this RFP or the contract by the other party by giving 1 month written notice.

#### **8.4.2 Termination of contract for Convenience:**

The Authority may at any time terminate the Contract for any reason by giving 1 month written notice to the Selected bidder a notice of termination that refers to this clause.

Upon receipt of the notice of termination under this clause, the Selected bidders shall either as soon as reasonably practical or upon the date specified in the notice of termination:

(a) cease all further work, except for such work as the Authority may specify in the notice of termination for the sole purpose of protecting that part of the System already executed, or any work required to leave the site in a clean and safe condition;

(b) terminate all subcontracts, except those to be assigned to the Authority pursuant to Clause (d) (2) below;

(c) remove all Selected Bidder Equipment from the site, repatriate the Selected Bidder and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;

(d) In addition, the Selected Bidder shall:

1. deliver to the Authority the CRM software along with any infrastructure/hardware provided up to the date of termination;

2. to the extent legally possible, assign to the Authority all right, title, and benefit of the Selected Bidder to the System, or Subsystem, as at the date of termination, and, as may be required by the Authority, in any subcontracts concluded between the Selected Bidder and its Subcontractors;

3. deliver to the Authority all reports, documents, details of the employees or any other documents prepared by the Selected Bidder or its Subcontractors as on the date of termination in connection with the System.

#### **8.4.3 Termination of contract for Insolvency, Dissolution, etc.:**

Authority may at any time terminate the Contract by giving written notice to the Selected bidder, if the concerned "Selected bidder" becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the "Selected bidder" provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Authority.

### **8.5 Loss of Property and/or Life**

1. Any loss of property and / or life during preparations of the event and the event itself would be borne entirely by the Selected Bidder and Authority shall not be held liable for any claims. The Selected Bidder shall be responsible for the payments arising out of any Third Party claims. The Selected Bidder shall procure insurance for meeting such liabilities at his own expense.
2. The Selected bidder shall abide by all the acts/laws prevalent in the country.

### **8.6 Representations and Warranties**

It is expected that the Selected Bidder represents and warrants that all services performed under this Agreement shall be of professional quality conforming to generally accepted industry practices. If in the opinion of the Authority, any work done or supply made or service rendered by the Selected bidder is deficient in any manner in comparison to the prescribed standards, Authority shall be at liberty to impose penalty on the Selected bidder.

### **8.7 Force Majeure**

- a) The Selected Bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) "Force Majeure" means an event beyond the control of the Selected Bidder and not involving his fault or negligence, and unforeseeable event happening. Such events may include, but are not restricted to, acts of War or Revolution, riot or commotion, earthquake, fire, floods, epidemics, and quarantine restrictions.
- c) If a Force Majeure situation arises, the Selected Bidder shall promptly notify the Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Authority in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **8.8 Resolution of Disputes**

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

1. Amicable Settlement: Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a

written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 10 days following the response of that party, then the second Sub clause of resolution of disputes shall become applicable.

2. Arbitration: (a) In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation (Amendment) Act, 2015. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Authority and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. The Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
3. Arbitration proceedings will be held at Chandigarh or SAS Nagar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
4. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Authority and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.
5. Legal Jurisdiction

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

## **8.9 Other Information**

1. The Selected bidder needs to ensure that any data which is provided by the Authority or any other data which is related to the project including call logs, personal information etc. of the resident during the tenure of the project needs to be handed over to the Authority at the end of the Project and Selected bidder reserves no right to use that data for any of purpose other than mandated by the Authority. Failure on this account will lead to imposition of penalty to be decided by the Authority and Civil or criminal action as may be revealed from nature of breach.

2. The Selected Bidder will be legally liable for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. Authority will not be a party to any disputes arising out of copyright violation by the Selected Bidder.
3. The Selected Bidder will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. Authority may assist the Selected Bidder in this regard, wherever possible.
4. The Selected Bidder will at no time resort to plagiarism. Authority will not be a party to any dispute arising on account of plagiarism resorted to by the Selected Bidder. The Selected Bidder will indemnify Authority against any claim, laws, damages, etc. arising out of the Selected Bidder having resorted to plagiarism or violation of IPR of any third party.
5. The Selected Bidder shall ensure that premises used by Selected Bidder for State Helpline should not be littered and proper hygiene is maintained in the premises at all times.
6. The Selected bidder has to provide bundled cost per seat with regards to the Call center executives, Project Manager, Infrastructure or any other component required for the Call center operations. Authority will be paying only on per seat basis.

#### **8.10 Exit Management**

1. The duration of Exit Management will normally be 1 month from date of termination or one month prior to expiry of contract / work order. In case services are provided by Selected Bidder post termination or post expiry of the work order, the Authority will pay for the services provided during the exit management period.
2. During the exit management period and for 30 days post expiry of the work order / contract, the Selected bidder will not take action to stop the work as mentioned in this RFP as a result of the termination or expiry of contract / work order. In addition, during such period, the Selected Bidder will permit the Authority or its nominated agency to assess the existing services being delivered as per RFP.
3. During the exit management period, the Selected Bidder shall ensure proper support as per the work order/ RFP so that the business of the Authority is not affected.
4. The Selected Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to Authority / replacement Agency and which the Selected Bidder has in its possession or control at any time during the exit management period.
5. All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable Authority and its nominated agencies to carry out due diligence in order to transition the

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provision of the Services to Authority or its nominated agencies, must be maintained by the Selected Bidder from commencement of the services.

6. The Authority will issue a written sign-off after the Selected transition from the Selected Bidder. Selected Bidder shall not delete any content till such a written signoff is provided by the Authority along with an explicit request to delete/ remove the content.
7. The Selected Bidder will be paid only for the services rendered until the services are being rendered by the Selected Bidder. If the sign-off is provided before the exit management period is over, the applicable charges will only be paid until the sign-off.
8. The payment for the last invoice as per the payment terms mentioned in this RFP (this includes the exit management service costs) will be paid only on the written sign-off from the Authority.
9. The Selected bidder has to handover the stock register including all the details of the hardware/ software/ name, address and the contact numbers of all the touch points from where the services were given. It should also include the proper logs of the complaints received from Authority or any of the officials/ staff members/ district administration.
10. The Selected bidder will also have to handover the complete source code and the database for the CRM software as that will be the Intellectual Property Rights of the Authority.
11. In the case where Selected bidder stops the work in between or has been told to stop the work by Authority, Selected bidder has to ensure that proper handover is given to the next appointed Vendor or to the development team of the Authority where pending payment will be released post acceptance of the software and all the relevant material used for the project by Next appointed vendor/ Development Team.

## Section 9: Eligibility cum Technical Evaluation Criteria

### 9.1 Eligibility Criteria (Pre-Qualification)

| S. No | Clause   | Documents Required  |
|-------|--|---|
| 1.    | Form fee for Tender Document (No exemption for any category)   | INR 5,000/- (Rupees Five Thousand Only) through online mode available on e-tendering portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> . In case of any processing fees, it has to be borne by the bidder.   |
| 2.    | EMD (No exemption for any category)  | INR 5,00,000/- (Rupees five Lakh Only) through online mode available on e-tendering portal <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a>  |
| 3.    | The Bidder should be registered under the Companies Act, 1956 or Companies Act, 2013 or a partnership firm registered under Indian Partnership Act, 1932/ 2013 or Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 for more than five years as on the date of submission of the Proposal/Bid. | <ul style="list-style-type: none"> <li>• In case of a Company, certificate of Incorporation should be submitted along with the Memorandum and Articles of Association.</li> <li>• In case of a Partnership firm or Limited Liability Partnership firm, Partnership Deed and Certificate of Registration should be submitted. <b>Joint Venture, Consortium and Sub- contracting is not allowed.</b></li> </ul>     |
| 4.    | The Bidder must have an average annual turnover of at least Rupees 5.0 Crores for last three audited financial years FY 16-17, FY 17-18, FY 18-19  | <p>a) Audited Profit and Loss Statement and Balance sheets and proof of submission of income tax return of the Bidder for each of the last 3 audited financial years FY 16-17, FY 17-18, FY 18-19.</p> <p>b) Statutory Auditor Certificate or Certificate from the Company Secretary/Chartered Accountant of the Bidder clearly specifying the Annual Turnover for the specified years.</p> <p>c) UDIN Number</p> |
| 5.    | The Bidder should have positive net worth after tax paid for each of the last three audited financial years FY 16-17, FY 17-18, FY 18-19   | Certificate duly signed by Statutory Auditor/ CA of the Bidder confirming the net-worth and profit after Tax paid for each of the last three audited financial years FY 16-17, FY 17-18, FY 18-19   |

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|     |   |  |
|-----|---|--|
| 6.  | <p>Must have experience of at least 2 call center projects (Inbound/Outbound) with State/ Center Government/ PSU's or any scheduled Banks/ Government Insurance Companies within last 5 financial years of project value not less than Rs 50 lacs each.<br/>Out of which 1 such project must have atleast 15 seats.<br/><b>Note: Work orders having same PO Number will be considered in case of repeat orders.</b></p> | <p>Work Order and completion certificate and if project is still running (for atleast last 3 months) work order, copy of the agreement and satisfaction certificate by the client.</p> |
| 7.  | <p>Bidder should not have been black listed by any Government or quasi-Government entity in India (Centre / State / Local Bodies, PSU organization etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on the date of submission of bid.</p>  | <p>A self-certified letter as per the Annexure 13.1</p>  |
| 8.  | <p>Bidder should have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.</p>   | <p>A self-certified letter as per the Annexure 13.2</p>  |
| 9.  | <p>The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors/Partners of the Bidder to sign the Bid on their behalf.</p>  | <p>Power of Attorney/ Board Resolution executed by the bidder in favor of authorized signatory along with self-certified letter as per Annexure 13.3</p>                               |
| 10. | <p>A valid GSTIN and PAN No.</p>  | <p>Copy of the GST Certificate and PAN</p>   |

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|-----|--|--|
| 11. | Registered with EPF Organization and ESI Corporation   | Copy of EPF and ESI registration certification   |
| 12. | Declaration by an authorized signatory to the effect that all conditions contained in the Tender Document are acceptable to the Bidder. Such an authorization may be seen during scrutiny of bids. | A self-certified letter as per the Annexure 13.4 |

## 9.2 Technical Criteria

The process intends to select Business Processes Outsourcing [BPO]/ Call Center companies who have domestic/ International call center experience, so that this prestigious work goes to the best companies offering competitive rates. The process of selection will be in three stages; the first stage will be Prequalification. The second stage will be the Technical bid wherein evaluation will be done for bidders who have been found eligible as per the Pre-Qualification Criteria. Bidders who score more than 60% of the score in the Technical bid evaluation will be considered for the next stage i.e. Financial Evaluation. Bidders who score less than 60% of the score in the Technical Evaluation will be summarily rejected. Technical Evaluation will be done on the following basis:

| Technical Evaluation Criteria |  |               |  |
|-------------------------------|--|---------------|--|
| 1.                            | Organizational Strength  | Maximum Marks | Supporting Document Required   |
|                               | Average Annual Turnover (AAT) of Bidder for last three financial years (FY 16-17, FY 17-18 and FY 18-19). <ul style="list-style-type: none"> <li>• INR &gt; Rs. 10 Crore: 25 Marks</li> <li>• INR &gt; Rs. 7 Crore to Rs. 10 Crore: 22 Marks</li> <li>• INR &gt; Rs. 5 Crore to INR Rs. 7 Crore: 18 Marks</li> </ul> | 25            | Certificate from the Statutory Auditor/ Company Secretary/ Chartered Accountant of the Bidder clearly specifying the Annual Turnover                 |
| 2.                            | Past Experience  | Maximum Marks | Supporting Document Required   |
|                               | Experience in Call Center projects (Inbound/ Outbound) with State/ Center Government/ / Private/ PSU's/ or any Government organization within last 5 financial years i.e. FY 15-16, FY 16-17, FY 17-   | 25            | Work Order and completion certificate and if project is still running, work order, copy of the agreement and satisfaction certificate by the client. |

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|           |  |                      |   |
|-----------|--|----------------------|---|
|           | <p>18, FY 18-19, FY 19-20 of project value not less than 50 lacs each</p> <ul style="list-style-type: none"> <li>No. of projects = More than 5: 25 Marks</li> <li>No. of projects =3 to 5: 22 Marks</li> <li>No. of project = 2: 18 Marks</li> </ul> <p>Number of seats per project has to be minimum 10. Only then, it will be considered for technical evaluation.</p> |                      |   |
| <b>3.</b> | <b>ISO Certification</b>   | <b>Maximum Marks</b> | <b>Supporting Document Required</b>   |
|           | ISO 9001:2015 for Call Center Operations   | 5                    | Certificate having proper validity  |
| <b>4.</b> | <b>Manpower/ Key Resource</b>  | <b>Maximum Marks</b> | <b>Supporting Document Required</b>   |
|           | <p><b>Operational Manager</b></p> <ul style="list-style-type: none"> <li>12 &gt;= Year of Call Center Experience: 10 Marks</li> <li>10 &gt;=Year of Call Center Experience 7 Marks</li> <li>8&gt;= Year of Call Center Experience : 5 Marks</li> </ul>   | 10                   | <p>Experience certificate/joining letter/ relieving letter</p> <p><b>Note: Authority reserves the right to do the background verification of the resource</b></p> |
|           | <p><b>Call Center Manager</b></p> <ul style="list-style-type: none"> <li>10 &gt;= Year of Call Center Experience: 10 Marks</li> <li>7 &gt;=Year of Call Center Experience: 7 Marks</li> <li>5&gt;= Year of Call Center Experience : 5 Marks</li> </ul>   | 10                   | <p>Experience certificate/joining letter/ relieving letter</p> <p><b>Note: Authority reserves the right to do the background verification of the resource</b></p> |
|           | <p><b>Data Analyst</b></p> <ul style="list-style-type: none"> <li>10 &gt;= Year of Call Center Experience: 5 Marks</li> <li>7 &gt;=Year of Call Center Experience: 3 Marks</li> <li>5&gt;= Year of Call Center Experience : 2 Marks</li> </ul>   | 5                    | <p>Experience certificate/joining letter/ relieving letter</p> <p><b>Note: Authority reserves the right to do the background verification of the resource</b></p> |
| <b>5.</b> | <b>Technical Presentation</b>  | <b>Maximum Marks</b> | <b>Supporting Document Required</b>   |

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|  |   |    |   |
|--|---|----|---|
|  | <ul style="list-style-type: none"> <li>• Understanding of the work domain</li> <li>• Approach with demonstration</li> <li>• Overall Implementation methodology</li> <li>• Methodology for quality control</li> <li>• Methodology of internal review mechanism of deliverables by the bidder</li> <li>• Existing and proposed methodology for training of the staff</li> <li>• Innovation and features beyond proposed requirements</li> </ul> <p><b>Bidder will demonstrate working of any call center established by him to the Committee and will answer queries of the Committee on various aspects of the Call Center system.</b></p> | 20 | Technical Presentation on parameters to be evaluated. |
|--|---|----|---|

Note: Only those bidders whose absolute technical score is 60 or more shall be considered by Authority for further evaluation. In addition, Evaluations will be based on documentary evidence submitted by the Bidders and presentation before the Authority

## **Section 10: Selection Criteria**

All the technical bids will be evaluated by the Technical Evaluation Committee (TEC) which shall be constituted for this purpose, by the PSeGS. The TEC will scrutinize all the bids as per the eligibility cum Technical criteria and will qualify the companies as per the criteria led down in this Tender document. The TEC will give detailed finding/reasoning for rejection or selection of all participating bidders.

All bidders who are declared technically qualified by TEC will be evaluated by the Tender Committee constituted by the Department for Financial bids and bidder offering lowest cost as defined in the Section 11 of this document would be termed as L1 (Least Cost) bidder or the Selected bidder.

In case the evaluated bid amount of two or more bidders are the same, then the firm having higher total turnover for the financial year 2018-19 will be declared as L1 bidder or the Selected bidder.

The Selected bidder will be notified through a letter of Award which will form an integral part of Contract Agreement.

## Section 11: Financial Bid Evaluation

Bidders who qualify as per the Technical Criteria of this document will be eligible for the Financial Bid Evaluation. Authority's decision regarding Bidder's eligibility will be final and binding on all the Bidders.

Financial bid needs to be submitted on the State e-tender portal only i.e. <https://eproc.punjab.gov.in>. No hard copies or Scanned copies will be accepted.

Format for the Financial Bid is given below:

| Sl. No. | Description of service | Unit of measurement | Unit price in words (in Rs.) excluding taxes | Unit price in Figures (in Rs.) excluding taxes |
|---------|------------------------|---------------------|--|--|
| 1.      | Call Centre Executives | Per head            |  |  |
| 2.      | Outbound Call          | Call per minute     |  |  |

- Total Price in words will be used for declaring L1. Bidders must use the above format for bidding. Non-conforming bids will be rejected. Payments for number of seat and number of outbound calls to the selected bidder shall be made on monthly basis as defined in the Payment Terms section of this document on submission of invoices and supporting documents.**
- Bidder has to quote a separate per minute cost for the outbound call; however, that will not be calculated in choosing the L1. It will be at the discretion of the authority to accept the price quoted for the outbound call in case outbound calling services are required. Authority can search for various options for the outbound call and suggest a cost effective solution for the same to the Selected bidder.**
- Taxes will be paid as per actuals

**Note:**

- Payment will only and only be released post submission of the Performance Bank Guarantee to the Authority.**

- 2. The Authority reserves the right to deduct portion of the agreed fee of the Selected Bidder, in case of any deficiency in the services rendered as per the Penalty section of this document.**
- 3. Selected Bidder has to submit the detailed breakup of the commercials including cost per seat, amount spent on Infrastructure, Internet Connectivity cost, AMC cost, Maintenance cost etc. (as per his own calculation) submitted for this tender which resulted in the total bid submission after the award of the contract to the Authority and before signing of the agreement.**

## **Section 12: Service Level Agreement:**

This document describes the minimum acceptable level of service to be provided by the Selected Bidder. The Service Level Agreements (SLAs) enlisted here are indicative.

### **12.1 Penalties:**

1. Inability of the Selected bidder 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.
2. Any damage caused to the reputation of the Authority or the Government of Punjab due to any mismanagement due to substance abuse or in the event (inbound or outbound call) handling or execution of the event by the Selected Bidder or its representatives, it will be liable to pay 5% of the monthly invoice for that specific month to the Authority (Authority) within 15 days or else Authority will take legal action against the Selected Bidder. Authority will decide whether to impose penalty or take legal action or to give warning or instruct the selected bidder to remove such person immediately and provide replacement within 1 week. In this case, Decision of the Authority will be final in this case.
3. If the Selected bidder after taking up the work leaves it incomplete/ delayed due to any reason, the Selected bidder would have to pay twice the amount of the total contract value to the Authority and Authority will be at liberty to take legal action against the Selected Bidder. Decision to impose the penalty or the legal action or both will be decided by the Authority. This decision will be in addition to the forfeiture of the EMD (if available) or encashment of the PBG submitted by the Selected bidder.
4. The data collected / integrated by Selected Bidder while running the State Helpline shall be maintained with high security. The agents shall not take away the citizen's data (personal / non personal) outside the office. The agents cannot collect the any personal information from caller which is not related to his/her call to State Helpline. Privacy of citizen has to be adhered under Information technology Act, 2000 (including the amendments issued later) and other legal provisions that exists or come in future. Any breach in this will be responsibility of Selected Bidder. Authority can initiate Legal action against Selected Bidder in case of any breach in this regard or can impose Penalty for the same. Decision of the Authority will be final in this case.

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5. Selected bidder has to ensure any work (complete or part off) under this contract cannot be sublet to any other organization. In case Selected bidder has to take help from any vendor such as software development etc. He has to take the approval for the same from the Authority.
6. Some with regards to the delay is mentioned below:

| S.N. | Activity   | Deliverable | Target / Service Level                      | Penalty for delays beyond target level   |
|------|--|-------------|---|--|
| 1.   | Submission of PBG  | PBG         | Within 10 days of release of the work order | Rs. 5000 per day subject to a maximum capping of Rs 1 Lac  |
| 2.   | The personnel deployed should be on the payroll of the "Selected Bidder" |             |   | Rs. 10,000/- per instance and no payment for the concerned resource. Payment if already done shall be recovered from Selected Bidder. Forfeiture of EMD and PBG on repeated instances. |

### 12.2 Performance criteria: Periodic Reviews

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

#### Agent performance matrix

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

1. 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)
2. 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)
3. Abandoned call rate (%) (This is the percentage of calls abandoned by a caller when a caller is in agent queue)
4. Customer survey results (call satisfaction levels).

### 12.3 System Performance Metrics

#### System Availability

The Call center system availability must be over 99%. This will be calculated on monthly basis. Monthly report with monitoring credentials should be shared with the Authority.

| 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.   | Abandoned Call Rate (%)                                    | This measures % of calls where the  | Monthly             | Less than 1 %                           | The proposed rate of penalty would be 0.25% of the value  | Let us assume, Call   |

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|    |   |  |         |                |  |  |
|----|---|--|---------|----------------|--|--|
|    |   | caller has requested for an agent but got disconnected before being answered to the Agent.   |         |                | of total cost payable per month for non-compliance to, the service levels for every percentage below the expected Levels of services.  | offered - 1000 Call Abandon - 110 SLA Achieved - 89% SLA Breach - 10% (99%-89%) Penalty percentage = $(10 \times 0.25) = 2.5\%$ of total cost Payable per month    |
| 3. | IVRS/Functionality/website/other IT related Updation time | IVRS menu/tree / Functionality/website/other IT related should be updated modified within defined time frame as per the requirements from GoP. | Monthly | Within 24 Hrs. | The IVRS menu/tree/Functionality/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 |

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|    |  |  |         |  |  |   |
|----|--|--|---------|--|--|---|
|    |  |  |         |  |  | per 24 hours.   |
| 4. | 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 GoP 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. |
| 5. | Upkeep & Maintenance of Call Center              | Civil & Electrical Infrastructure in Call Centre, FMS facilities provided in Call Centre including table, furniture, computers & its peripherals, ACs, Heaters, PCs, | 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 | Let us assume – Issue Raised On 1-april-2019 and resolved on 5-may-2019, Penalty Days = 5,  |

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|    |                                   |   |         |                |  |   |
|----|-----------------------------------|---|---------|----------------|--|---|
|    |                                   | Headsets, Printers etc  |         |                | be repaired  | then Penalty Percentage (5*1) = 5% of total cost payable per month  |
| 6. | 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 = 30, 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. |
| 7. | Resolution of the Critical issues | As defined in the definition section                              | Monthly | Within 2 hours | - Upto 2 hours: No Penalty<br>- Beyond 2 hours: Rs. 1000 per hour or Rs. 10000 per day subject to a  | Suppose critical issue is reported at 10 am in the morning.   |

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|    |                                       |                                       |         |                 |  |  |
|----|---------------------------------------|---------------------------------------|---------|-----------------|--|--|
|    |                                       |                                       |         |                 | maximum capping of Rs. 1 Lac   | If issue gets resolved before 12pm, there will be no penalty. If issue gets resolved at 1.35pm, penalty of Rs. 2000 will be imposed. In case issue gets resolved next day, penalty of Rs. 10000 will be imposed. |
| 8. | Resolution of the Non-Critical issues | All issues beyond the critical issues | Monthly | Within 24 hours | Within 24 hours – No Penalty<br>Beyond 24 hours – Rs. 2000 per day with a maximum capping of Rs 50000. | Suppose Non-critical issue is reported at 10 am in the morning. If issue gets resolved in the same day,  |

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|    |                    |   |               |         |   |   |
|----|--------------------|---|---------------|---------|---|---|
|    |                    |   |               |         |   | there will be no penalty. If issue gets resolved next day, penalty of Rs. 2000 will be imposed. |
| 9. | Call quality score | <p>To measure the quality of calls being handled by the agents and ensure that certain standards are adhered to during the calls with respect to quality of information provided, diction, language, politeness etc.</p> <p>This is measured by scoring a random sample of calls on certain generic parameters like courteous communication , ability to satisfy customer, ability to</p> | Daily/Monthly | Monthly | <p>Score on Call Quality</p> <p>1. Greater than equal to 95% ;<br/>Penalty: NIL</p> <p>2. More than equal to 85% but less than 95%;<br/>Penalty: 1 % of monthly billed value</p> <p>3. More than equal to 75% but less than 85%;<br/>Penalty: 3 % of monthly billed value</p> <p>4. Less than 75%;<br/>Penalty: 5 % of monthly billed value</p> |   |

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|     |                      |  |       |         |   |  |
|-----|----------------------|--|-------|---------|---|--|
|     |                      | <p>provide and get correct information from customer.</p> <p>A composite score calculated on the basis of</p> <p>a) Avg. of Quality score of 25 calls audited by Authority on Quality Score parameters (Proper opening, Issue Identification, Proper Issue Resolution, Proper closing and Proper case logging in the CRM software) every month</p> |       |         |   |  |
| 10. | Short login by agent | The agents are expected to login into the system for 8 hours excluding lunch/ tea breaks etc. The Selected Bidder shall ensure the adherence and shall arrange reliever in order to manage the   | Daily | Monthly | <p>Penalty for Login hours per Call Center Agent (per breach)</p> <p>1. Less than 15 mins ; Penalty: NIL</p> <p>2. More than equal to 15min but less than 30 min; Penalty: 1 % of daily billed value</p> <p>3. More than equal to 30min but less than 45min; Penalty: 2</p> |  |

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|     |           |  |       |         |  |  |
|-----|-----------|--|-------|---------|--|--|
|     |           | login into the system  |       |         | % of daily billed value<br>4. More than 45min; Penalty: 3 % of daily billed value  |  |
| 11. | Hold Time | <p>The customer is expected to be treated with due respect. Hence, the in call Hold Time is expected to be kept as minimum possible. To ensure this, agents shall be trained properly and Holding the call inbetween the conversation should be reduced.</p> <p>Hold time after call is answered by Agent shall not increase 30 seconds.</p> | Daily | Monthly | <p>Penalty for Login hours per Call Center Agent (per breach)</p> <p>1. Less than 5% of calls with Hold Time greater than 30 seconds; Penalty: NIL</p> <p>2. More than equal to 5% but less than 7% calls with Hold Time greater than 30 seconds; Penalty: 1% of daily billed value</p> <p>3. More than equal to 7% but less than 10% calls with Hold Time greater than 30 seconds; Penalty: 3% of daily billed value</p> <p>4. More than equal to 10% calls with Hold Time greater than 30 seconds; Penalty: 5% of daily billed value</p> |  |

**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 = 30, absent for a particular Day = 5, Total absent in a Month = 25, Agents/day cost = X, then 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, then AUTHORITY may terminate the contract and decision of the committee constituted by AUTHORITY will be final.**
- e) **Total time frame to set up the Call Center along with the CRM software, web application is 45 days from the date of signing of the agreement (including weekends and public holidays). Any delay in this regard will lead to a penalty of Rs 10000 per day subject to maximum capping of Rs. 5 Lac. Till the time software doesn't start working, no payment will be made to the Selected bidder. Billing of the Selected bidder will start post Go-Live.**
- f) **For the first 1 month from the date of go-live no penalty shall be imposed on the IA for any SLA defaults mentioned in order to facilitate stabilization of operations. The experience gained during this period will be used to fine tune the SLAs, including parameters, targets and penalties, if required.**
- g) **Penalty shall be levied for delay in timely providing any requested upgradation /functionality /updatation/credentials/service/data etc. asked by the Authority. Penalty will be decided by the Authority.**
- h) **In case Authority is not satisfied with the services provided by the IA at any moment of time, Authority reserves the right to take a disciplinary action or impose a Penalty. Decision of the Authority will be final in this regard.**

## Section 13: Annexures

### 13.1 Self-Declaration on not being blacklisted

#### On company Letter head

Date: XX/XX/XXXX

To,

Member Secretary,  
Punjab State e-Governance Society,  
Plot D-241, Phase 8B, Industrial Area,  
Mohali

Subject: Declaration on not being blacklisted by any State/Central Government department, nationalized banks, PSUs, agency, corporation, urban local body, or Quasi Government agencies of PSU

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company) is not blacklisted by any state/central /Local Government or quasi-government entity, department, nationalized banks, PSUs agency, corporation, body, or PSU in India for breach of any applicable law or violation of regulatory prescriptions or breach of Agreement/Contract.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

### **13.2 Self-Declaration**

**On company Letter head**

Date: XX/XX/XXXX

To,

Member Secretary,  
Punjab State e-Governance Society,  
Plot D-241, Phase 8B, Industrial Area,  
Mohali

Subject: Declaration on neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company) is neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

### 13.3 Bidders Authorization Certificate

**On company Letter head**

Date: XX/XX/XXXX

To,

Member Secretary,  
Punjab State e-Governance Society,  
Plot D-241, Phase 8B, Industrial Area,  
Mohali

Subject: Authorization Certificate

Dear Sir,

<Name> ----- <Designation>----- is hereby authorized to sign & stamped relevant documents on behalf of the <Company> in dealing with this RFP <RFP No. and Date>----- . He is also authorized to attend meetings and submit Technical and Commercial information as may be required by you in the course of processing above said tender.

Thanking you,

| Authorized Signatory (s) of the Company | Signature of the person authorized by the bidder |
|---|--|
| <Name>                                  | <Name>   |
| <Designation>                           | <Designation>                                    |
| <Seal>                                  | <Seal>   |

### **13.4 Declaration for Complete Responsibility**

**On company Letter head**

Date: XX/XX/XXXX

To,

Member Secretary,  
Punjab State e-Governance Society,  
Plot D-241, Phase 8B, Industrial Area,  
Mohali

Subject: Self Declaration for Complete Responsibility

Dear Sir,

I, authorized representative of Bidder \_\_\_\_\_ for the purpose of bidding for "Selection of Implementing Agency for setting up of State helpline along with its operations and maintenance for a period of 2 years". I, hereby solemnly affirm that we shall be solely liable and responsible for the completion and execution of the project in all respects.

In the event of any change/deviation from the factual information/declaration Authority reserves the right to terminate the contract without any compensation to the Implementing Agency.

Signed & sealed: (Authorized representative of the firm)

Place:

**13.5 Format for Performance Bank Guarantee (Hard copy required post contract is awarded)**

Performance Bank Guarantee

Ref: \_\_\_\_\_

Date: \_\_\_\_\_

Bank Guarantee No.: \_\_\_\_\_

To,

Member Secretary,  
Punjab State e-Governance Society,  
Plot D-241, Phase 8B, Industrial Area,  
Mohali

Dear Sir,

PERFORMANCE BANK GUARANTEE – For Selection of Implementing Agency for setting up of State helpline along with its operations and maintenance for a period of 2 years.

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated .....  
(herein after, referred to as “Contract”) with you for Selection of Implementing Agency for setting up of State helpline along with its operations and maintenance for a period of 2 years, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 5% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has

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not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 5% of the Total Contract Value i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till 27 months from the date of signing of Contract, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 27 months from the date of signing of Contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against the Department; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

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Unified State Helpline

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Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 5% of the Contract Value and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is /are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or for bear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

This Performance Bank Guarantee shall be valid only for 27 months from the date of signing of Contract.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 27 (twenty seven months).

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated ..... this ..... day ..... 2020.

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)

Designation

(Address of the Bank)

*RFP for Selection of Implementing Agency for Setting up, Operations and Management of  
Unified State Helpline*

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Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

Note: In case of additional order, separate 5% Performance Bank Guarantee of the total value of raised quantity will have to be submitted/deposited by the selected bidder.