

# Finance Department, Government of Karnataka

# Selection of an agency for providing Call Centre facilities for GST

 $Tender\ Number-CCW.CR-{\bf 21A/2017-18}$ 

Commissioner of Commercial Taxes Vanijya Therige Karyalaya Kalidasa Marg, Gandhinagar 1<sup>st</sup> Main, Bengaluru - 560009

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# The authorities and schedule for bidding is as under:-

I	Designation and	Commissioner of Commercial Taxes
1	Designation and address of the	
		1st Floor, 'Vanijya Therige Karyalaya',
	procuring entity	1st Main Road, Gandhinagar,
		Bangalore-560 009
I.	Designation and	Addl. Commissioner of Commercial Taxes
	address of the tender	(HQ-2)
	inviting authority	3 rd Floor, 'Vanijya Therige Karyalaya',
		•
		1st Main Road, Gandhinagar,
TT	Daviera di su	Bangalore-560 009
II.	Designation and	Commissioner of Commercial Taxes
	address of the tender	(Karnataka) 1st Floor,
	accepting authority	'Vanijya Therige Karyalaya',
		1st Main Road, Gandhinagar,
		Bangalore-560 009
III.	Last date and time for	04-08-2017 16:00
***	receipt of bid	, , , , , , , , , , , , , , , , , , , ,
IV.	Last date for	
	submission of pre-bid	27-07-2017 11:00
**	query	
V.	Pre-bid meeting.	28-07-2017 15:00
VI.	Last date for response	
	on pre-bid query by	30-07-2017 17:00
	CTD	
VIII	Date, time and venue	05-08-2017 16:30
	for opening of	
	technical bid;	
IX	Date, time and venue	08-08-2017 16:00
	for opening of	
	financial bid;	
X	Telephone No. and	addlccthq2@gmail.com
	e-mail ID for contact	ph: 22208401
		22342689

# Glossary

CCT	Commissioner of Commercial Taxes
GoK	Government of Karnataka
EMD	Ernest Money Deposit
PBG	Performance Bank Guarantee
PO	Purchase order
LOI	Letter of Intent
SI	System Integrator

# 1. Introduction

Commissioner of Commercial Taxes (CCT) seeks to select an agency to provide Call Centre facilities to enable effective support to the internal and external users for technical issues regarding the GST application.

Initially, CCT may deploy five resources and subsequently, based on the requirement, the resources may be augmented. The number of resources to be deployed is indicative. CCT will not assure any guarantee, commitment or estimate on the total number of resources to be deployed during the contract period. The resources would be deployed as and when required by CCT. For evaluation clauses of the tender refer section 3 of the RFP.

The bid comes under the two cover bid category i.e. Technical bid and Financial bid. An evaluation committee will be formed by CCT for evaluation of the bids. The committee would evaluate Technical bids based on the details provided in the RFP. Decision of the committee would be final and binding upon all the bidders. The bids will be opened on or after the date and time specified in e-Procurement portal. The Financial Bids of only the technically qualified bidders will be opened for evaluation. The bidder will be decided based on L1 criteria. L1 will be calculated as per the explanation given in the commercial bid format.

The bid with the lowest total price (i.e. all-inclusive price) will be considered for the award of the contract.

# 2. Scope of work

The successful bidder shall provide Call Centre facilities to enable effective support to the internal and external users for technical issues regarding the GST System. Call Centre shall be established at the place specified by the Commissioner. The building and the required power supply will be provided by the department.

The scope of work of the bidder shall include the following -

- 2.1 The Call Centre should provide 5 seats to start with, scalable to atleast 15 seats. CCT reserves the right to increase or decrease the number of seats depending upon the traffic pattern. Service levels should not get adversely impacted with the increase in number of seats.
- 2.2 Each seat shall comprise of the following
  - a) Table with pedestal,
  - b) Desktop with the following requirements:-

Sl.no.	Feature	Specifications
1	Processor	Intel core i5 2300 Processor 2.8GHz with 6Mb L3 cache or higher.
2	Chipset & Motherboard	Intel Motherboard with intel H87 Chipset or Higher
3	RAM	4GB DDR3 Ram ( 1066 MHz or higher) & non ECC Expandable to 8GB
4	HDD	500GB SATA3.0-Gb/s Hard disk Drive with 7200 Ram which alerts pre failure
5	Display (Monitor)	18.5 "LCD Monitor with 1366x768 Resolution @ 75Hz, Aspect Ratio - 16:9
6	ports	Ports: 6 USB 3.0 ports (4rear-2 front), 2Ps/2, 1 RJ-45, 1VGA, 1 Audio in/out
7	Keyboard & Mouse	Ps/2 or USB Keyboard (104/107 key), optional scroll mouse
8	Optical Drive	DVD Writer
9	Ethernet	Integrated Gigabit Network Connection
10	Operating Systems	Window 10 with Recovery CD.0 n
11	Certification	For OEM: ISO 9001:2015, For PC: Windows10/windows7/Sin XP/DMI/Red hat certification, Energy Star 5.0 For Monitor: TCO 05

- c) UPS power
- d) Internet connectivity to desktops of 10 Mbps

- e) Telephone instrument compatible with voice telephony headset
- f) Voice telephony headset
- g) Telephone line
- h) Revolving type 5 legged chair with arm support
- i) Access controlled environment
- 2.3 Call Centre agency shall increase the number of seats within one week of issue of letter by CCT intimating the need for such an increase
- 2.4 The GST helpdesk shall operate from the Call Centre premises between 8.00 AM to 8.00 PM, on all working days of Government of Karnataka. In the month of March of every year the helpdesk should be operational from 8 AM to 8 PM, seven days a week, including Sundays, while on the last working day of March it should be operational from 8 AM to 12 AM.
- 2.5 The Call Centre agency shall provide desktops loaded with necessary software such as Windows 7 and above Operating system software, MS Office 2016 along with Internet facility to the helpdesk resources deployed by CCT and also maintain these desktops.
- 2.6 The Call Centre agency shall record and store all Voice calls of helpdesk and share the same with CCT, as and when required by CCT
- 2.7 The Call Centre agency shall provide separate phone numbers one for Voice and one for Whatsapp
- 2.8 The Call Centre agency shall provide call hunting facility for the voice number.
- 2.9 The Call Centre agency shall manage and maintain the Call Centre facilities specified in this RFP
- 2.10 The Call Centre agency shall nominate a manager as a single point of contact for handling all issues/concerns pertaining to infrastructure services provided under this RFP
- 2.11 The Call Centre agency shall have facility to record attendance of the helpdesk resources deployed by CCT
- 2.12 The Call Centre agency shall share the call reports and attendance of the helpdesk resources deployed every month to CCT
- 2.13 The Call Centre agency shall also share the SLA reports such as Internet Uptime report, Workstation and supporting infrastructure uptime report and Helpline uptime report on a monthly basis.

- 2.14 The Call Centre agency shall carry out development, installation and configuration of Customer Relationship Management (CRM) software required for prompt delivery of services
- 2.15 The Complaint Scheduling CRM shall be developed in consultation with the Commercial Tax department. The software should have the facility to:
  - a) Provide information
  - b) Will enable citizens to record their grievances/Complaints, which will automatically be routed to the respective section for their response.
  - c) Generate automatic unique tracking numbers for every complaint received.
  - d) The unique tracking number would act as the reference number for each complaint and citizens can seek information on the progress of their respective case using the same every time they get in touch with the call center
  - e) Citizens should be able to receive all the information thorough SMS as well
  - f) The CRM should be integrated with the department database so as to provide information about the status of the application
  - g) In case a public complaint is not addressed within the stipulated time frame, the system would automatically escalate the matter to higher officials for proper action
  - h) The software will be integrated with CTI (Computer Telephonic Integration), self-help IVRS, and SMS.
  - Comprehensive dashboards reports will be available online to analyze the calling pattern, types of calls – section wise, most common queries, the resolution times of all the grievance calls etc. These will be customized as per the needs of the concerned stakeholders.
- 2.16 Reporting requirements The daily, weekly, monthly MIS reports shall include all the following but not limited to: report on types of calls handled, call pending, average duration of calls, min. & max duration of calls, number of instances the operator found busy, calls abandoned due to breakdown.

Selection of an agency for providing Call Centre facilities for GST

- a) Calls per day, week, month or other period
- b) Numeric and graphical representation of call volume department wise, call type wise
- c) Calls for each interaction tracked by type (calls for information on specific service, calls for specific enquiries)
- d) Number of dropped calls after answering, including:
- e) Calls that ended while on hold, indicating that the caller hung up;

CCT would inform at least one month in advance to the Call Centre agency in case CCT proposes to reduce the number of seat/s.

The initial contract period will be for 2 years, extendable by another 1 year on existing terms and conditions, with mutual consent.

# 3. Bidding details

The tender calls for selecting bidder for Selection of an agency for providing Call Centre facilities for GST for the entire period as per the Scope of work mentioned in this document. Partial offers are liable for rejection. Firms who fulfil technical criteria specified in this RFP can bid for this tender.

### 3.1 Tender Processing Fee and Download of Tender Document

Bidder can download the tender document for free from the portal (<a href="http://eproc.karnataka.gov.in">http://eproc.karnataka.gov.in</a>) till the due date and time for bid submission. Any interested bidder shall pay tender processing fee prescribed in the e-Procurement portal to participate in this tender. The tender processing has to be paid through any of the five e-payment options in the portal:

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) designated ICICI bank branches located across the country
- Net banking

Please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment, please refer to e-Procurement portal at the above mentioned website or call e-procurement helpline 080- 23010900 / 080- 23010901.

**Note:** It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents and the bid; well within the bid submission time and date. CCT shall not be responsible for non-submission of the bids by any bidder due to either technical reasons or the non-compliance by the bidder to the process requirements for submission of valid bids on the e-procurement portal.

#### 3.2 Modes of Submission

All interested bidders shall pay EMD and Tender Processing fee and submit their Technical and Commercial Proposals electronically using the unified e-Procurement platform of Government of Karnataka. The e-Proc portal is available at: <a href="http://eproc.karnataka.gov.in">http://eproc.karnataka.gov.in</a>

Bids shall be submitted only through the unified e-Procurement system before the scheduled date and time for bid submission. Bids submitted after the due date and time will not be considered and CCT will not be liable or responsible for any delays due to unavailability of the portal and/or the connectivity or any technical issues. Bidders are advised to get familiar with the bid submission on the e procurement portal and ensure that the bids are submitted well in advance to prevent any last minute glitches.

### 3.3 Ernest Money Deposit (EMD)

The Bid shall contain EMD amount of Rs. **50,000/- (Rupees Fifty Thousand only)** and shall be paid through any of the five e-payment options in the portal:

- Credit Card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) designated ICICI bank branches located across the country
- Net banking

**Note:** Please note that the bids submitted without prescribed EMD and the applicable tender processing fee are liable for rejection by the e Procurement portal. E-Procurement portal will deny submission of the bid without submitting the EMD Deposit and it will take min 2-3 days for confirmation from the bank regarding the EMD realization.

Please note that payments submitted through cheque or demand draft shall not be accepted. For further details regarding e-Payment, please refer to e-Procurement portal at the above mentioned website.

The bidder shall be disqualified if the bids are not accompanied by the prescribed EMD and the Tender processing fees.

The EMD of the unsuccessful Bidder/s will be discharged / returned as promptly as possible, but not later than 60 days after the award of the contract to the successful bidder, after submission of performance bank guarantee

No interest will be payable by the Government on the amount of the EMD.

The EMD may be forfeited:

- 1. If a Bidder withdraws the bid or increases the quoted prices during the period of bid validity, or its extended period, without the explicit consent of the department, or
- 2. In case successful Bidder, bidder fails within the specified time limit to:
  - Sign the Agreement or,
  - Furnish the required Performance Bank Guarantee

#### 3.4 Authentication of Bid

The response bid shall be signed by the Bidder or person duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid.

#### 3.5 Clarification on Tender Document

Any prospective Bidder requiring any clarification on the RFP Document may submit the queries, in writing, at the mailing address provided in this RFP and as per schedule indicated in e-procurement portal. The queries must be submitted in the following format only to be considered for clarification:

Sl.	Section	Page No.	Reference/	Clarification Sought
No	No./		Subject	
	Clause No.			
••	••	••		

CCT will respond to any request for clarification on the Tender Document, received not later than the dates prescribed in e-procurement portal. Clarifications (including the query but without identifying the source of inquiry) will be uploaded on the e-procurement portal (<a href="http://eproc.karnataka.gov.in">http://eproc.karnataka.gov.in</a>) for the information of the prospective bidders.

#### 3.6 Language of Bids

Bids submitted by the Bidder and all the correspondence and documents relating to the bids exchanged by the Bidder and the CCT shall be in English language. Any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

This bid should be filed in English language only. 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 bidder.

#### 3.7 Amendment of Tender

- a) At any time prior to the last date for receipt of Bids, CCT,may for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender conditions/requirements by issuing an addendum/corrigendum. Any such amendment/s issued read along with the original Tender document will constitute Revised Tender.
- b) Any addendum/corrigendum will be uploaded on the <a href="http://eproc.karnataka.gov.in">http://eproc.karnataka.gov.in</a> website. Prospective Bidders are requested to visit the website frequently to check for any amendments.

#### 3.8 Firm Prices & Discount

The prices quoted as part of the financial proposal must be firm and final and shall not be subject to any escalation, on any account whatsoever, till the expiry of the contract period.

#### 3.9 Bid Validity Period

a) Period of Validity of Bids

Bids shall remain valid for 90 days after the date of opening of Technical Bids prescribed by the CCT. A bid valid for a shorter period may be rejected as non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation of the contract.

## b) Extension of Period of Validity

In exceptional circumstances, the CCT may request the Bidder(s) for an extension of the period of validity of the bid. The request and the responses thereto shall be made in writing (or by fax). In such cases the validity of EMD shall also be suitably extended by the bidder.

## 3.10 Subcontracting or Subletting of Work

Any Sub Contracting or subletting of work under the contract is not permitted.

#### 3.11 Consortium Bids

The Bidder is NOT allowed to form Consortium of any nature whatsoever to perform/provide the Services as specified under this RFP.

### 3.12 Contacting the CCT

No bidder shall contact the CCT on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the CCT, it should be done in writing.

#### 3.13 CCT's Right to Vary Scope of Contract at the time of Award

The CCT may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.

### 3.14 CCT's Right to Accept Any Bid and to reject any or All Bids

- a) The CCT reserves the right to reject any bid and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the CCT's action.
- b) The CCT reserves the right to negotiate the commercials with the L1 Bidder.

#### 3.15 Financial Bid Details

No changes in the financial bid shall be allowed post submission of the bid. The currency for the financial bid shall be Indian Rupees. Bidders shall quote for the entire Project on a single responsibility basis on the following lines.

Bidders intending for commercial bid shall necessarily give the commercial details explained in Appendix-8. All the commercial details shall be uploaded as part of the commercial bid on the e-procurement portal (<a href="http://eproc.karnataka.gov.in">http://eproc.karnataka.gov.in</a>)

The bid shall be comprehensive and inclusive for all the services to be provided by the bidder as per scope of his work. The payments shall be made to selected bidder/s on the basis of the bid and further negotiations between the department and the bidder/s only. No separate payment shall be made for services that are to be delivered by the bidder as part of his/her scope of work for this project and the payment terms of the bidder.

The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project/contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

However, additional amounts, if any, resulting from increase in the rates of custom duty, central excise, VAT/ GST and service tax, as relevant for the project effective after the date of bid submission, would be paid separately by the CCT / Representative identified by CCT after calculating the difference resulting from such increase. Similarly if there is a reduction in rates of these taxes, effective after the date of bid submission, CCT shall reduce the amount payable by an amount saved because of such a reduction.

The bidder shall be responsible for the costs towards travel/stay, daily allowance or any other allowances of their staff deployed with respect to the execution of this project, and any other expenditure that the bidder incurs before or after the award of the contract and during the currency of the contract period.

### 3.16 Bid Evaluation Process

CCT may constitute a Tender Scrutiny Committee, which shall evaluate the bids submitted by the bidders for the compliance.

a) The Bidder shall furnish the information required in the formats prescribed in the RFP. Required documents / templates for qualifying are summarized

- below. The Bidder will be evaluated against the criteria given in this section and the bids that do not conform/comply to the requirements will be rejected.
- b) CCT will examine the bids to determine whether they are complete, whether required EMD has been furnished, whether the documents have been properly signed by authorised signatory, and whether the bids are generally in order and substantially responsive. In such bids, CCT may ask Bidder(s) for additional information, visit to Bidder's site and/or arrange discussions with their professional, technical faculties to verify claims made in technical evaluation bid documentation.
- c) A bid determined as substantially not responsive is liable for rejection by CCT.

Bidders meeting the compliance requirements on all the technical evaluation criteria will be qualified for next stage of evaluation.

### 3.17 Technical Bid Criteria:

- 1. Furnishing of the Power of Attorney.
- 2. The bidder should be a company registered under the Companies Act, 1956 and should have been in operation for a period of at least 5 years.
- **3.** Bidder should hold Valid Service tax registration certificate/GSTIN and Permanent Account Number (PAN) issued by Income tax department.
- **4.** The bidder should have an annual turnover of at least 2 crores, from Call Centre Operations, each year in last 3 years i.e. 2013-14, 2014-15, 2015-16
- **5.** The bidder must be operating a Call Centre with a minimum of 100 seats in a single location in Bengaluru in last 3 years.
- **6.** The bidder should have handled at least two Government to Citizen (G2C) or PSU (Public Sector Undertaking) to Citizen call Centre engagements and should have the experience of handling at least two technical support processes, in last 5 years.
- 7. The bidder should have an office in Bengaluru.
- **8.** The other terms and conditions as specified in the below table (para 3.18) of technical bid evaluation.

# 3.18 Technical Bid Evaluation

Sl No	Criteria	Documents Required
1.	Submission of Covering letter as required in the given format	(Refer <b>Appendix-1</b> )
2.	Furnishing of the Power of Attorney	Power of Attorney executed by the Bidder in favour of the Principal Officer or duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender.
3.	The bidder should be a company registered under the Companies Act, 1956 and should have been in operation for a period of at least 5 years	Certificate of Incorporation and Commencement of Services. (Refer <b>Appendix-5</b> )
4.	Bidder should hold Valid Service tax registration certificate and Permanent Account Number (PAN) issued by income tax department.	Copy of Valid Service tax registration certificate and Permanent Account Number (PAN) issues by income tax department should be provided. (Refer <b>Appendix-5</b> )
5.	The Bidder should not be blacklisted by the Government of Karnataka or any of its agencies for any reasons whatsoever and the bidder should not be blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on the time of bidding	A declaration signed by Authorized signatory as per <b>Appendix</b> –7.
6.	The bidder should have an annual turnover of atleast 2 crores, from Call Centre Operations, each year in last 3 years i.e. 2013-14, 2014-15, 2015-16	Certified copy from Charted Accountant shall be provided as per the format given in <b>Appendix-2</b>
7.	The bidder must be operating a Call Centre with a minimum of 100 seats in a single location in Bengaluru in last 3 years	Undertaking from the Company Secretary or the Authorized Signatory
8.	6. The bidder should have handled at least 2 Government to Citizen (G2C) or PSU (Public Sector Undertaking) to Citizen call Centre engagements and should have the experience of handling at least two technical support processes, in last 5 years.	Copies of relevant Work Orders/ Purchase Order to be provided. (Refer <b>Appendix-6</b> )

Sl No	Criteria	Documents Required
9.	Submission of Declaration of Acceptance of Terms & Conditions to RFP in the given format	A declaration signed by Authorized signatory as per <b>Appendix-9</b>
10.	Submission of Undertaking on litigation(s) in the given format	Undertaking from the Company Secretary or the Authorized Signatory as per <b>Appendix-10</b>
11.	The bidder should have an office in Bengaluru	Undertaking from the Company Secretary or the Authorized Signatory as per <b>Appendix-3</b>

#### 3.19 Financial Bid Evaluation

The financial evaluation shall be done only for the technically qualified bidders from technical evaluation stage. The financial evaluation shall be done based on the details submitted by the bidder as per the format provided in **Appendix-8** 

#### 3.20 Award of Contract

CCT reserves the right to award the contract to the lowest financial bid that complies with all the technical requirements.

The successful bidder shall furnish bank guarantee (performance guarantee) from any nationalized bank for the value of 10% of the bid amount within 15 days from the date of issue of award of contract.

The agency shall not further outsource the assignment to other individual/firms/organizations and if found so, the contract shall be deemed to be cancelled and this shall also lead to blacklisting of the Agency, along with forfeiture of Performance Bank Guarantee.

#### 4 Notification of Award

The acceptance of a tender, subject to contract, will be communicated through issue of LoI on the e-procurement portal to the successful bidder/s. The successful bidder/s will be required to convey the acceptance of the LoI within 7 days on the e-procurement portal.

#### 5 Signing of Contract

At the same time as the CCT notifies the successful bidder/s that its bid has been accepted, the CCT will send the bidder/s the Proforma for MSA Contract,

incorporating all agreements between the parties. The successful bidder/s shall be required to enter into a contract within 15 days from the notification of award, including any agreements reached during the negotiation process, if any with CCT, as may be specified by CCT. This contract shall be on the basis of this document, the bid of the bidder/s, the letter of intent and such other terms and conditions as may be determined by CCT to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid and the acceptance thereof. The incidental expenses of execution of agreement / contract shall be borne by the successful bidder/s.

#### Note:

- a) CCT reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for department's action.
- b) Failure of the successful bidder/s to agree with the Terms & Conditions of the RFP/Contract or failure to sign agreement within notified time shall constitute sufficient grounds for the annulment of the award, in which event CCT may make the award to the next Best Value Bidder or call for new Bids. In such cases, the EMD of the selected bidder is liable for forfeiture.

# 4. Service Level Requirements

The SLAs are classified into two categories:

- a) Project Start-up SLAs
- b) Operational SLAs

The project start-up SLAs will apply until the Call Centre facilities are operational. The operational SLA's specify the service levels to be adhered to by the Call Centre agency once GST helpdesk operations commence from Call Centre Premises of the successful bidder.

### 4.1 Project Startup SLA

Requirement	Penalty
The following activities shall be completed and	1. A penalty of Rs. 5000/-
the call centre shall Go-live with T + 15	(Rupees Five Thousand
calendar days, wherein "T" refers to the date of	Only) per day will be levied
issuance of Letter of Intent:	for each day of delay.
<ul> <li>Setting up of Workstations and</li> </ul>	
necessary infrastructure along with	2. CCT reserves the right to
allocation of seating space, as specified	invoke the Bank Guarantee
under scope of work of this RFP	amount and terminate the
_	contract when the delay is in
	excess of 15 calendar days.

### **4.2** Operational SLA

a) Availability of helpline number during working hours

Туре	Metric	Penalty
Baseline	Helpline shall be available	None
	for 99% of the time	
Lower	Availability is between 95 –	5% of monthly service
performance	99%,	charges
Breach	< 95%	10% of monthly service
		charges

# b) Availability of each workstation or any other supporting infrastructure during working hours

Type	Metric	Penalty
Baseline	Workstation or any other	None
	supporting infrastructure	
	shall be available for 99% of	
	the time	
Lower	Availability is between 95 –	10% of monthly service
performance	99%,	charges
Breach	< 95%	15% of monthly service
		charges

# c) Availability of internet link during working hours

Туре	Metric	Penalty
Baseline	Internet link shall be	None
	available for 99% of the	
	time	
Lower	Availability is between 95 –	5% of monthly service
performance	99%,	charges
Breach	< 95%	10% of monthly service
		charges

# d) Availability of reports - Call reports, Attendance reports and Voice records

Type	Metric	Penalty
Baseline	Reports shall be made	None
	available within 24 Hours	
	of the request from CCT	
Lower	Between 25 – 72 Hours	5% of monthly service
performance		charges
Breach	> 72 Hours	10% of monthly service
		charges

# e) Average Call Time

Туре	Metric	Penalty
Baseline	Average call time shall be	None
	less than 5 minutes;	
Lower	Between 5 – 10 Minutes	5% of monthly service
performance		charges
Breach	> 10 Minutes	10% of monthly service
		charges

f) Percentage of calls on which caller was put on hold

Type	Metric	Penalty
Baseline	< 10% of calls	None
Lower	10-30% of calls	5% of monthly service
performance		charges
Breach	> 30% of calls	10% of monthly service
		charges

#### Please Note -

- a) The maximum penalty in a month shall be restricted to 25% of the amount due during the month in which the penalty is levied to the selected bidder.
- b) While the maximum penalty in a month has been restricted to 25% of the amount, CCT reserves the right to issue notice for deficiency of service in case downtimes in all or any one of the above service levels are below 95%. In case, the successful agency fails to rectify the deficiency within 15 days of issue of notice, CCT may forfeit the performance bank guarantee and terminate the contract.

# 5. General Terms and Conditions

### 5.1 One Proposal per Bidder

Each bidder shall submit only one Proposal. The bidder who submits or participates in more than one Proposal will be disqualified. Also bidders cannot associate with other bidders.

### **5.2** Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of its Proposal, including site visits, and CCT will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

#### **5.3** Amendment of RFP Documents

At any time prior to the deadline for submission of Proposal, CCT may amend the RFP document by issuing suitable Addenda/corrigendum.

Any addenda/corrigendum thus issued shall be part of the RFP document, and shall be published on the e-procurement portal. No claim will be entertained from any prospective bidder or the bidder regarding any issue pertaining to RFP, due to his Failure to note the addenda/corrigendum published on the e-procurement portal.

To give bidders reasonable time in which to take an Addendum/corrigendum into account in preparing their Proposals, CCT may extend if necessary, the deadline for submission of Proposals

#### 5.4 Limits on Promotion

The bidder shall not make any reference to CCT or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of CCT. The bidder shall not perform any kind of promotion, publicity or advertising etc. at the department field offices through any kinds of hoardings, banners or the like without the express prior written consent of CCT.

#### 5.5 Use & Release of Bid Submissions

CCT is not liable for any cost incurred by the bidder in the preparation and production of the Proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of CCT.

### **5.6** Deadline for submission of proposals

Proposals shall be received by CCT using unified e-Procurement platform of the GoK no later than the time and date stipulated in the portal.

**Note:** It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents, well in time

#### 5.7 Modification and Withdrawal of bids

No modification or withdrawal of bids is permitted in accordance with the unified e-Procurement platform of the GoK.

#### **5.8** Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of Proposals, and recommendations for the award of the project shall not be disclosed to any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

#### **5.9** Correction of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened. The e-Procurement portal will not allow any corrections after the submission of the bid.

#### 5.10 Rejection Criteria

The bid is liable to be disqualified if

## a) Technical Rejection

- 1. Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
- 2. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.

- 3. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- 4. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- 5. Failure to furnish proofs for information provided
- 6. Revelation of Prices in any form or by any reason before opening the Financial Bid.
- 7. Submission of the Financial bid details as part of the technical proposal.
- 8. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- 9. Failure to furnish proofs for information provided
- 10. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
- 11. Bidders not complying with all the Technical and General Terms and conditions as stated in the RFP Documents.
- 12. The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- 13. If the bid does not conform to the timelines indicated in the bid.

#### b) Commercial Rejection

- 1. Incomplete Price Bid
- 2. Price Bids that do not conform to the Tender's price bid format.
- 3. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

### **5.11** Performance Bank Guarantee

a) The successful bidder/s shall at his/her own expense deposit with CCT, within Fifteen (15) days of the date of issue of LoI, or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized bank, for the due performance and fulfilment of the contract by the bidder.

- b) The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.
- c) Performance Bank Guarantee shall be submitted by the successful bidder for an amount equal to 10% of the Purchase Order value awarded to the bidder. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. Additional Performance Bank Guarantee's shall be submitted by the bidder for an amount equal to 10% of the Purchase Order value, as and when additional PO's are issued by CCT.
- d) The PBG submitted shall be valid till the end of three months after the period of end of contract. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of three months after the "Transfer", the Performance Bank Guarantee will lapse automatically.
- e) The PBG shall be for the whole term of the project (plus three months) or the contract period (plus three months), whichever is longer;
- f) The Performance Bank Guarantee shall be discharged / returned by CCT upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- g) In the event of the bidder being unable to service the contract for whatever reason, CCT shall revoke the PBG. CCT shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- h) CCT shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/omission on bidder's part.
- i) The PBG shall be furnished in the format Appendix-4.

#### **5.12** Payment Terms

- a) Purchase Orders will be issued based on the resource requirements.
- b) Payment shall accordingly be released based on the actual deployment of resources, on a monthly basis, subject to satisfactory completion and applicable penalties if any as per this tender document
- c) The agency shall clearly specify the breakup of the payment due, towards Services of the agency and for tax or other levies.

d) CCT is entitled to make recoveries such as penalties, excess payment and applicable taxes from bidder's bill.

#### **5.13** Liquidated Damages

Subject to clause for Force Majeure if the bidder fails to complete the assignment in compliance to the RFP before the scheduled completion date or the extended date or if bidder repudiates the Contract before completion of the Work, the CCT at its discretion may without prejudice to any other right or remedy available to the CCT the Contract, forfeit the entire performance bank guarantee submitted by the bidder, apart from blacklisting of the bidder for further participation in any of the tenders of the CCT, Government of Karnataka.

Any such recovery or liquidated damages shall not in any way relieve the bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

#### 5.14 Termination of Contract

The bidder shall adhere to all the requirements of RFP, process and guidelines issued by CCT. Any violations / non-compliance of any of the conditions will entail termination of the contract without prejudice to the rights of the CCT - GoK with such penalties as specified in the RFP and the Agreement. Upon such termination, CCT will have the right to forfeit the entire performance bank guarantee submitted by the bidder, apart from blacklisting of the bidder for further participation in any of the tenders of the Commissioner of Commercial Taxes.

Upon termination, CCT will have the right to put in place any other agency for carrying out the remaining work. Any extra expenditure shall be recoverable from the Second Party.

Where a change of management of the bidder has occurred whereby the bidder's company has merged, amalgamated or been taken over, due to which the majority shareholding of the bidder has been transferred to another entity, and in case requirements for the bidder set out in the RFP are not complied with, the CCT can by a 15 (Fifteen) days written notice, terminate this Agreement and such notice shall become effective at the end of the notice period.

### 5.15 Limitation of Liability

Except in case of gross negligence or wilful misconduct:

- (a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- (b) The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the total contract value provided, however, that this limitation shall not apply to any liability for damages arising from (i) wilful misconduct or (ii) indemnification against third party claims for infringement (iii) or tortuous liability arising out of misconduct or negligence or (iv) death
- (c) CCT shall not be liable to the bidder in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.
- (d) Liability arising out of any legal conditions shall survive the term (i.e. termination / expiry) of the contract.

#### **5.16** Contract Amendment

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both parties.

### 5.17 Notices

- a) Any notice or other document, which may be given by either Party under this Agreement or RFP or under the SLA, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission or through email to the notified address.
- **b)** In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

### Selection of an agency for providing Call Centre facilities for GST

Commissioner of Commercial Taxes

Vanijya Therige Karyalaya

Kalidasa Marg, Gandhinagar 1st Main

Bengaluru - 560009 Tel: 080-22208401 Fax: 080-22342689

Email: addlccthq2@gmail.com

- e) Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person or through email) if delivered between the hours of 10.00 am and 5.00 pm on a working day at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter). In case of email communication, the delivered report shall be deemed as the delivery time.
- **d)** Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated email for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

## Appendix-1 – Covering Letter

(To be submitted in firm/ company letter head)

To, Commissioner of Commercial Taxes Vanijya Terige Karyalaya Kalidasa Marg, Gandhinagar 1<sup>st</sup> Main Bengaluru – 560009

Sir/Madam,

Subject: Selection of an agency for providing Call Centre facilities for GST

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect to the Selection of an agency for providing Call Centre facilities for GST, do hereby propose to provide our services as specified in Tender.

#### **Technical Response**

We confirm having submitted the information as required by you in your Request for Proposal document. This is enclosed in our technical bid. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

#### **EMD**

We have paid an EMD of Rs.50,000/- (Rupees Fifty Thousand only) through the portal (http://eproc.karnataka.gov.in). This EMD is liable to be forfeited in accordance with relevant provisions of the RFP

#### **Deviations**

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations from the requirements mentioned in this RFP,

#### Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee in the form prescribed in the RFP.

#### Validity of this Bid

We agree to abide by this tender response for a period of 90 days from the date of submission of the bid and it shall remain binding upon us with full force and virtue,

until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and CCT.

We undertake, if our proposal is accepted, to adhere to the implementation plan for the Proposed System at CCT put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and CCT or its appointed representatives.

We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

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

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

It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you, Yours faithfully

(Signature of the Authorized signatory)

Name :
Designation :
Seal :
Date :
Place :

**Business Address:** 

# **Appendix-2 – Turnover Details**

#### TO WHOMSOEVER IT MAY CONCERN

This is to certify that the annual turnover furnished by << COMPANY NAME >> for last 3 years i.e 2013-14, 2014-15, 2015-16 in the business of Call Centre Operations is as below. This is as per the Statement of Accounts which has been duly verified by me and found correct.

Financial year	Total Turnover of the Company (Rs. in Lakhs)	Total Turnover from the business of Call Centre Operations (Rs. in Lakhs)
2013-14		
2014-15		
2015-16		

	Seal & Signature of Chartered
Date:	
Place:	

Accountant

# **Appendix-3 – Undertaking on Office Premises**

This is to certify that << COMPANY NAME >> has an office in the Bengaluru.

This is to cortiny that ( Committee Translet ) has an office in the Bengarara.
Relevant address proof is enclosed.
Company Secretary / Authorized Signatory
Name of Signatory:
Bidder Name:
Date Place

# **Appendix-4 – Format of Performance Bank Guarantee**

# PERFORMANCE GUARANTEE

Ref: Bank Guarantee No: Date:
To Commissioner of Commercial Taxes Vanijya Terige Karyalaya Kalidasa Marg, Gandhinagar 1 <sup>st</sup> Main Bengaluru – 560009
1. Against contract vide Advance Acceptance of the Tender No. <tender dated="" dd="" mm="" number="" yyyy=""> pertaining to "Selection of an agency for providing Call Centre facilities for GST" (hereinafter called the said 'contract') entered into between the Commissioner of Commercial Taxes, Government of Karnataka (hereinafter called the Purchaser) and M/s, a Company incorporated under the Companies Act, 1956 and having its Registered Office at</tender>
the request of the Bidder we (name of the Bank / Branch
to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We (Name of the Bank /Branch)

3. It is fully understood that this guarantee is effective from the date of the said contract and that we...... (Name of the Bank /Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser. 4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal. 5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment. 6. We .....(Name of the Bank / Branch) further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, ......(Name of the Bank / Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee. 7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder. Notwithstanding anything contained herein: i) Our liability under this Bank Guarantee shall not exceed of Rs...... (Rupees in words only) ii). The Bank Guarantee shall be valid up to .....; and; iii) We...... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if

Authorised Signatory of the Bank

Signature Full name/Designation/ Address of the official and

Date

you serve upon us a written claim or demand on or before .....

# WITNESS NO. 1

Signature

Full name/Designation/ Address

# WITNESS NO. 2

Signature

Full name/Designation/ Address

# **Appendix-5 – Details of the Bidder**

Sl. No.		Particulars			Details	
1.	Name of the	Bidder				
2.	Address of th	e Bidder				
3.	Status of the	Company (Public	Ltd/ Pvt. Ltd)			
4.	Details of Inc	corporation of the	Company	Dat	e:	
				Ref	. #	
5.	Details of Co	mmencement of E	Business	Date:		
				Ref. #		
6.	Valid Service	tax registration n	o./GSTIN			
7.	Permanent A	ccount Number (	PAN)			
8.	Name & Designation of the contact person to					
	whom all references shall be made regarding					
	this tender					
9.	Telephone No. (with STD Code)					
10.	E-Mail of the contact person:					
11.	Fax No. (with STD Code)					
12.	Website					
13.	Financial Details (as per audited Balance Sheets) (in Cr)				Cr)	
14.	Year	2013-14	2014-15		2015-16	
15.	Net Worth					
16.	Turn Over					
17.	PAT					

# Appendix-6 – Bidder's Experience

S. No.	Criteria	Project
1.	Customer's Name	
2.	Scope of the Project	Provide scope of the project, highlight Key Result Areas expected and achieved
3.	Value of Project for Bidder	
4.	Date of Contract and Contract period	
5.	Completion certificate	Yes/No
6.	Customer Contact Person's detail	
6.1	Name	
6.2	Designation	
6.3	Email	
6.4	Phone	
6.5	Fax	
6.6	Mailing address	

# Appendix-7 - Undertaking on being not blacklisted

This is to certify that << COMPANY NAME >> is not blacklisted by Government of Karnataka or any of its agencies for any reasons, whatsoever and not blacklisted by Central / any other State / UT / Government, or its agencies for indulging in corrupt, or fraudulent practices or for indulging in unfair trade practices as on 1st April 2016.

I/We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

with any regar proceedings against.
Company Secretary / Authorized Signatory
Name of Signatory:
Bidder Name:
Date Place

## Appendix-8 - Financial Bid Format

Bidders shall quote all-inclusive prices (i.e. price inclusive of taxes and all other expenses). This price shall be inputted by bidders directly in e-Procurement portal.

Sl. No	Position	Cost per seat per month (Rs)	Service Tax (Rs)	Any other applicable Tax* (please specify) (Rs)	Total Cost per seat per month (Rs)	No. of seats (Indicative for commercial bid evaluation)	Total cost of 5 seats per month
		(a)	(b)	(c)	(d)=(a)+ (b)+(c)	(e)	(f)={(d) *(e)}
1.	Year 1 - Rate per Call Centre seat					5	
2.	Year 2 - Rate per Call Centre seat					5	
3.	Year 3 - Rate per Call Centre seat					5	
Total Cost of 5 seats per month for Year1+Year2+Year3 (Rs)							

<sup>\*</sup>To be specified

#### Note:

- a) The above rates are inclusive of all charges.
- b) The all-inclusive price inputted directly in the e-Procurement portal will be taken as the basis for evaluation of commercial bids.
- c) CCT reserves the rights to place an order for additional 10 seats at the discovered rate.
- d) The "Total Cost of 5 seats per month for Year1+Year2+Year3 (Rs)" will be used for evaluation of the tender by determining the L1 cost.

# Appendix-9 – Format for Declaration of Acceptance of Terms and Conditions in RFP

(in firm/ company letter head)

To, Commissioner of Commercial Taxes Vanijya Terige Karyalaya Kalidasa Marg, Gandhinagar 1<sup>st</sup> Main Bengaluru – 560009

Sir/Madam,

Subject: Selection of an agency for providing Call Centre facilities for GST

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP document [No. ......] regarding Selection of an agency for providing Call Centre facilities for GST

I/We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

# Appendix – 10 – Format for Undertaking on litigation(s) (in firm/company letter head)

This is to certify that << COMPANY NAME >> is not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP.

I/We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

Company Secretary / Authorized Signatory
Name of Signatory:
Bidder Name:
Date:
Place: