

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687724674571

Contract Generated Date | अनुबंध तिथि: 19-Oct-2023

Organisation Details | संगठन विवरण

Type | प्ररूप : State Government
Ministry | मंत्रालय : -
Department | विभाग : Revenue Department Uttar Pradesh
Organisation Name | संगठन का नाम : Board of Revenue Government of Uttar Pradesh
Office Zone | कार्यालय क्षेत्र : Faizabad

Buyer Details | खरीदार विवरण

Designation | पद : KAMLESH KUMAR
Contact No. | संपर्क नंबर : 05278-222527-222527
Email ID | ईमेल आईडी : kamlesh.07028@gov.in
GSTIN | जीएसटीआईएन : -
Address | पता : Collectorate Faizabad, Faizabad, UP,
Ayodhya, UTTAR PRADESH-224001, India

Financial Approval Detail | वित्तीय स्वीकृति विवरण

IFD Concurrence | आईएफडी सहमति : No
Designation of Administrative Approval | प्रशासनिक अनुमोदन का पदनाम : DEO AYODHYA
Designation of Financial Approval | वित्तीय अनुमोदन का पदनाम : DEO AYODHYA

Paying Authority Details | भुगतान प्राधिकरण विवरण

Role : PAO
Payment Mode | भुगतान का तरीका : Offline
Designation | पद : PURUSHOTTAM DAS GUPTA
Email ID | ईमेल आईडी : purushottam.63568@gov.in
GSTIN | जीएसटीआईएन : -
Address | पता : Collectorate Faizabad, Faizabad, UP,
FAIZABAD, UTTAR PRADESH-224001, India

Consignee Details | परेषिती विवरण

S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण
1	Contact संपर्क : 05278-222527-222527 Email ID ईमेल आईडी : kamlesh.07028@gov.in GSTIN जीएसटीआईएन : - Address पता : Collectorate Faizabad, Faizabad, UP, Ayodhya, UTTAR PRADESH-224001, India	Call Centre Service - Per Seat Basis - Standard call center setup (On Prim); Onsite with setup

Service Provider Details | सेवा प्रदाता विवरण

GeM Seller ID | जेम विक्रेता आईडी : 397C180000351175
Company Name | कंपनी का नाम : Data Live Computer Technology
Contact No. | संपर्क नंबर : 09415338949
Email ID | ईमेल आईडी : dataalive.sw@gmail.com
Address | पता : 17/24, KASTURBA GANDHI MARG, KATRA,
PRAYAGRAJ, UTTAR PRADESH-211002, -
MSME Registration number | एमएसएमई पंजीकरण संख्या : UDYAM-UP-03-0000458
MSE Social Category | एमएसई सामाजिक श्रेणी : General
MSE Gender | एमएसई लिंग श्रेणी : Male
GSTIN | जीएसटीआईएन : 09BFCPS8420Q1ZP

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer

Service Details | सेवा विवरण

Service Start Date (latest by) सेवा प्रारंभ दिनांक (नवीनतम) : 27-Oct-2023	Service End Date सेवा समाप्ति तिथि : 05-Jan-2024
Category Name श्रेणी नाम : Call Centre Service - Per Seat Basis	

Billing Cycle | बिलिंग चक्र : weekly

Description विवरण	Number of seats required per shift	Price per seat per shift
Type of Call center setup required	2	715
Premises		
Type of Call support		
Type of Service		
Educational Qualification of Manpower		
Languages		
Additional service		
Number of Shift per day		
Number of Working days in Month		
Number of Months		

Total Amount (Formula) | कुल राशि (सूत्र) :

(Number of Shift per day * Number of Working days in Month * Price per seat per shift * Number of Months * Number of seats required per shift)

Total Value without Addons | ऐडऑन के बिना कुल मूल्य (INR)

199914

Total Addon Value कुल एडऑन मूल्य (INR)	0
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)	199914.00
Amount of Contract अनुबंध की राशि	
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	199914
SLA Details एसएलए विवरण	
<p style="text-align: center;">SERVICE STC</p> <p style="text-align: center;">SPECIAL TERMS AND CONDITIONS FOR</p> <p style="text-align: center;">CALL CENTRE SERVICE – PER SEAT BASIS</p> <p>1. Preamble</p> <p>A. All contracts related to “Call Centre Services – per seat basis” placed through the GeM portal shall be governed by the following set of Terms and Conditions:</p> <p>I. General terms and conditions for Goods and Services. II. Service STC contained in this document III. BID / Reverse Auction specific ATC</p> <p>B. The above terms and conditions are in reverse order of precedence i.e., ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions.</p> <p>C. This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Government/Buyer and Agency/Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations and terms and conditions of all services covered as mutually understood by the stakeholders.</p> <p>2. Objectives and Goal</p> <p>The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the buyer by the service provider. The goal of this document is to:</p> <ul style="list-style-type: none"> ● Provide clear reference to service ownership, accountability, roles and responsibilities of both parties ● Present a clear, concise and measurable description of services offered to the buyer ● Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified ● To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons <p>This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.</p> <p>3. Stakeholders</p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none"> 1. Buyer: The Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms 2. Service Provider: The service provider is responsible to provide all the required services in timely manner. The service provider may also include seller, supplier/ Service Provider/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document. <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions.</p> <p>4. Service Scope</p> <p>The “Call Centre Service” may be availed by the organizations wishing to setup a unit that manages the incoming and outgoing telephone calls from both new and existing customers. A call centre may involve customer support, help desk, tele-marketing, customer survey, third party verification, appointment scheduling, etc.</p> <p>A call centre has an open workspace for call centre agents, with workstations that include a computer for each agent, a telephone set/headset connected to a telecom switch, and one or more supervisor stations. For defining the scope of work, the buyer may also refer to a reference document (available while uploading the scope document) which shall help them in defining the detailed scope for service providers.</p> <p>The Call Centre setup is generally of two types:</p> <ol style="list-style-type: none"> 1. On-Premise Setup 2. Cloud based Setup <ul style="list-style-type: none"> ● An On-Prim setup uses traditional physical equipment installed and functioning within a building (owned by the buyer or the service provider) including the Desk Phones and servers. The desk phones are connected to the server through a device called a PBX (Private Branch Exchange) system. ● A Cloud Based setup, just require a software or an app setup to get started because the system works through the internet. This is called as cloud hosted PBX. Calls are made through a technology called voice over internet protocol (VOIP). With the cloud-based system, the agent will be able to receive and make calls with any device that has a connection to the internet including smart phones, laptops or tablets. <p>5. Terms and Conditions</p> <ul style="list-style-type: none"> ○ Buyer's Obligations <ol style="list-style-type: none"> a. Buyer in coordination with Call Centre Agency shall train required number of Call Centre Executives to become subject matter experts on processes and schemes of various departments. b. Buyer shall nominate a Nodal Officer and identify other officials from its various departments/units to provide inputs and address queries of the Call Centre Agency. c. Buyer may specify in the bid document the qualification of the Manager, Team leader, Quality manager etc. of the call centre agency representatives. d. Buyer shall specify the escalation matrix at their end for resolving any issue that requires resolution from the buyer's side. e. In case, the premises of the call centre is selected as onsite, the basic facilities such as drinking water, restroom facility shall be provided by the buyer. ● Service Provider's Obligations <ol style="list-style-type: none"> a. In case of offsite premises, the service Provider shall be responsible for housekeeping, Facility Management Services, canteen facility and security of call centre premise. b. Service Provider shall be responsible for maintenance of premises and infrastructure installed at Call Centre. c. Service Provider shall be responsible for any kind of physical damage by the manpower engaged, to the Call Centre infrastructure. d. The Service Provider shall be responsible for appropriate insurance coverage of their personnel engaged for the job at its own cost as may be required for Call Centre 	

Executive for successful completion of the job.

- e. Service Provider shall ensure minimum/no use of mobile phones by Call Centre executives during shift(s), except during emergency cases.
- f. Service Provider shall provide identity card to the persons engaged for the work. This card shall be treated as authorisation given by Service Provider to work in the premise of Call Centre. The Call Centre Agency shall submit schedule/ roster of manpower to be deployed for the upcoming month in the last week of every month to the Buyer's representative for records.
- g. The Service Provider shall also make provisions for biometric attendance for Call Centre Executives and other staff members.
- h. Service Provider shall be required to adhere to statutory requirements as per the labour laws & abide by the Minimum Wages Act and other related laws, failing which, the state Govt. shall take necessary action against the Call Centre Agency.
- i. The Call Centre shall have minimum of two hours battery back-up for computer systems followed with Generator back up to operate the complete infrastructure.
- j. The Service provider shall provide the Voice calls recording in a USB/CD/Tape/HDD to the buyer on a monthly or quarterly basis or as per the buyer's specified frequency at no additional cost.
- k. The Service Provider shall at all times ensure that the services being provided under this Contract are performed strictly in accordance with all applicable laws, orders, bye-laws, regulations, rules, standards, recommended practices etc, and no liability in this regard will be attached to the Buyer.

● Standard Terms and Conditions

- a. The Service Provider must make the necessary arrangements for providing authorized and secure internet access at the proposed call centre location(s).
- b. The Service provider shall make alternate arrangements when their manpower fall sick or proceed on leave, except for short duration (less than or equal to three days, where he can manage the operation with balance manpower without compromising scope of work) during emergencies. However, the absence of their manpower shall not relieve the service provider from meeting the required performance parameters stipulated under these specifications and manage the Helpdesk round the clock effectively.
- c. The buyer and service provider shall mutually agree to the number of calls per seat per shift to be answered by the agent of the call centre.
- d. In the event of number of call inflow/ number of calls received in a day is reaching beyond the agreed number of calls, the service provider shall inform the buyer. Based on the mutual agreement the provision for addition of number of seats shall be done by the service provider. The associated cost for the additional number of seats shall be paid by the buyer as per the per-seat cost as agreed between the buyer and service provider for the contract duration.
- e. Service provider shall assist the buyer's monitoring team that shall conduct the external and internal audits to periodically inspect the functioning of Call Centre.
- f. Service provider shall provision for the required Software as per the requirement specified in the bid data sheet.
- g. In case, the Type of Call centre specified by Buyer is 'Cloud based call centre setup', the following terms shall be considered:
- h. The service provider shall ensure that the entire cloud infrastructure provisioning including the hosting and data storage shall be done in India and must be offered by the Cloud Service Provider (CSP) that is empanelled with Ministry of Electronics and Information Technology (MeitY) or on Government of India Cloud (MeghRaj). Valid certificate of CSP to be submitted.
- i. Adherence to laws and regulations on data handling and storage
- j. Service Provider shall meet industry and global best practices for data security and privacy.
- k. All data must be stored within geographical boundaries of India ONLY.
- l. Service Provider shall comply to rules and regulations laid out by Government of India from time to time.
- m. Service Provider should only supply services from one cloud service provider (CSP) during the entire tenure of the contract. In case the Service Provider needs to switch to another CSP, approval for the same must be taken from the Buyer, after providing full justification for the same. If permitted by the Buyer, the migration from one CSP to another must be without any disruption in service.
- n. Proposed solution in the cloud shall be deployed with HA (High Availability) mode to avoid single point of failure with capabilities such as voice, e-mail, and web chat. Customers should be free to choose which channel they prefer, and agents can quickly adapt to that preference.
- o. The Service provider shall be responsible for MPLS connectivity required between cloud datacentre, buyer's data centre and agent location.
- p. It is the responsibility of the Service Provider to store Voice call recordings in cloud till the tenure of the contract. All recordings must be tagged with at least the following information out -of-the- box: Date, Time, Duration, Extension Number, Calling Line Identity (CLI), Dialed Number, DNIS, Agent ID, and Call ID. On expiration / termination of the contract, the recordings will be handed over to the buyer in the form of CD/USB/Tape or any other format as desired by the buyer without any additional cost to the buyer.

6. SLAs, Deduction and Termination

S No.	SLA	Target	Deductions (in %age of contract value)
1.	System Availability		
	The Call Centre system availability must be over 99%. This will be calculated on monthly basis.	> 99 % monthly	Penalty would be levied at 1% of cost payable for the month for every percentage drop in availability.
2.	Average Call Response Time / Average Speed of Answer (ASA)		
	Average call response time is the average time taken by callers waiting in a queue to be attended by a Call Centre Executive. This will be determined for every month.	80% of incoming calls within 15 Seconds	<p>Penalty would be levied at 0.25% of the cost payable per month for non- compliance to the service levels for every percentage below the expected levels of services. Let us assume, Calls Received – 1000</p> <p>Average Calls answered in 15 Sec. - 700</p> <p>ASA = 70% (700/1000) SLA Breach - 10%</p> <p>Penalty percentage = (10*0.25) = 2.5 % of total cost Payable per month.</p>
3.	Average Handle Time (AHT) Inbound.		
	Average call handling time, (This is the average amount of time during which Call Centre Executive s work with callers,	Not more than 200 second	<p>Penalty would be levied at 0.25% of the value of cost payable per month for non-compliance to the service levels for every percentage below the expected levels of services. Let us assume, AHT Achieved - 220 Seconds.</p> <p>Target = Less than 200 Seconds.</p>

S No.	including actual talk time, hold time and Settle call work / wrap up time)	Target	SLA Breach - 10 % (20/200) Deductions (in %age of contract value) Penalty percentage = $(10 \times 0.25) = 2.5$ % of cost Payable per month
	Average Handle Time (AHT) Outbound/ Call back		
4.	Average call handling time (outgoing calls): Average amount of time where Call Center Executives are on call (Talk time + Hold Time + wrap up Time) with consumers for follow-up and feedback.	Not more than 100 seconds	Penalty would be levied at 0.25% of the cost payable per month for non-compliance to the service levels for every percentage below the expected levels of services. Let us assume, AHT Achieved - 120 Sec. Target = Less than 100 Sec. SLA Breach - 20 % (20/100) Penalty percentage = $(20 \times 0.25) = 5$ % of total cost Payable per month
	Abandoned Call Rate (%)		
5.	Abandoned call rate (%) is the percentage of calls abandoned in the Call Centre Executive's queue	Less than 5 %	Penalty would be levied at 0.25% of the value of cost payable per month for non-compliance to the service levels for every percentage below the expected levels of services. Let us assume, Call offered - 1000 Call Abandon - 150 SLA Achieved - 85% SLA Breach - 10% (95%-85%) Penalty percentage = $(10 \times 0.25) = 2.5$ % of total cost Payable per month.
	Adherence		
	Adherence is a measurement of Call Centre Executive's actual time of work against the asked Call Centre Executive's scheduled time.		
6.	Adherence is measured in percentage as under: A (Adherence) = $t/T \times 100$ Where - t = time spent on handling the calls + time the Call Centre Executive is waiting for calls or is available for calls. T = shift time	Not less than 90%	Penalty would be levied at 0.5% of the value of cost payable per month for non-compliance to the service levels for every percentage below the expected levels of services. Let us assume, Targeted Adherence - 90% Call Centre Executive's Asked - 1000 Hrs. Schedule/ Shift Time(T) - 8000.Hrs (1000×8) Total Available time (t) - 7000 Hrs SLA Achieved - 88% (8000-7000) Penalty percentage = $(2 \times 0.5) = 1$ % of total Call Centre Executive's cost Payable per month.
	Call quality Score		
	Call Quality audit Score is a method of scoring Call Centre Executive calls against predefined parameters to ensure that the Call Centre Executives are adhering to the quality standards as defined. The parameters & mechanism for calculating quality score will be mutually agreed between the buyer & Call Centre Agency. These could include greeting the customer, adherence, to establish SOPs, customer handling, issue closure etc. A quality team may be deployed by Call Centre Agency for the same.		
7.		>90% score for all calls audited	Penalty would be levied at 0.25% of the value of cost payable per month for non-compliance to the service levels for every percentage below the expected levels of services. Let us assume, Targeted Percentage - 90%, SLA Achieved - 95%. No Penalty shall be incurred
	IVRS Updation time		
8.	IVRS menu/ tree should be updated modified within defined time frame as per the requirements from the buyer	Within 24 Hrs.	The IVRS tree shall be updated within 24 hrs. INR 5000 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 and IVRS modification is not done before by 12 PM of next day. Rs. 5000 penalty will be levied in such a case.
9.	If cumulative penalties reach 10% of the contract value		Termination of contract
7. Service Formula			
The cost of service will be calculated as per the below formula:			
Total Cost = Number of shift per day * Number of working days in month * Price per seat per shift * Number of months * Number of seats required per shift			
8. Payment Schedule			
a. The Payment Procedure shall be in as specified in the General Terms and Conditions of GeM.			
b. Payment schedule to be as per payment terms specified by Buyer in bid document.			
c. Payment to be inclusive of travelling charges for site, boarding and lodging expenses unless specified otherwise by buyer in ATC section.			

ePBG Detail | ईपीबीजी विवरण

NA

Terms and Conditions | नियम और शर्तें

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

Note: This is system generated file. No signature is required.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।