

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687762570632

अनुबंध तिथि | Contract Generated Date : 15-Oct-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5219360](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
<p>प्ररूप Type : State Local Bodies</p> <p>मंत्रालय Ministry : -</p> <p>विभाग Department : Urban Development Department Uttar Pradesh</p> <p>संगठन का नाम Organisation Name : e-Municipalities - eServices to citizens and Employees of Urban Local Bodies of Uttar Pradesh</p> <p>कार्यालय क्षेत्र Office Zone: Allahabad</p>	<p>पद Designation : Pradeep Kumar Mishra</p> <p>संपर्क नंबर Contact No. : 0532-2427221-</p> <p>ईमेल आईडी Email ID : buycon106.eceep.up@gembuyer.in</p> <p>जीएसटीआईएन GSTIN : 09AAALN1763D1Z6</p> <p>पता Address : Prayagraj Nagar Nigam , 1-Sarojini Naidu Marg, Prayagraj, U.P. , India., ALLAHABAD, UTTAR PRADESH-211001, India</p>

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
<p>आईएफडी सहमति IFD Concurrence : No</p> <p>प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: AMC</p> <p>वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : AMC CE MNLP CFAO CTAO</p>	<p>Role: PAO</p> <p>भुगतान का तरीका Payment Mode: Offline</p> <p>पद Designation : CFO</p> <p>ईमेल आईडी Email ID : pay33.eceep.up@gembuyer.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address: 1 Sarojini Naidu Marg Allahabad, ALLAHABAD, UTTAR PRADESH-211001, India</p>

परेषिती विवरण Consignee Details		
क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	<p>संपर्क Contact : 0532-2427221-</p> <p>ईमेल आईडी Email ID : buycon106.eceep.up@gembuyer.in</p> <p>जीएसटीआईएन GSTIN : 09AAALN1763D1Z6</p> <p>पता Address : Prayagraj Nagar Nigam , 1-Sarojini Naidu Marg, Prayagraj, U.P. , India., ALLAHABAD, UTTAR PRADESH-211001, India</p>	<p>Bulk SMS Service (Version-2) - Promotional SMS; Domestic SMS; Normal; Jio, Airtel, BSNL; Authorized Channel Partner of Mobile Telecom Operator; Delivery within 10 min; 200 Char; 5000; Yes</p> <p>Call Centre Service - Per Connect Minute Basis - Standard call center setup (On Prim); Offsite</p> <p>Call Centre Service - Per Seat Basis - Standard call center setup (On Prim); Onsite with setup</p>

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

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

सेवा विवरण Service Details
<p>सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 18-Oct-2024</p> <p>सेवा समाप्ति तिथि Service End Date : 17-Oct-2025</p> <p>श्रेणी नाम Category Name : Bulk SMS Service (Version-2)</p>

बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Number of SMS Proposed for procurement during the contract period.	Cost Per 1000 SMS inclusive of GST
Classification of Bulk SMS Services	Promotional SMS		
Type (territorial classification) of SMS Service	Domestic SMS		
Priority attached with SMS	Normal		
Name of the Telecom Service Provider (TSP)	Jio, Airtel, BSNL		
Status Of Bulk SMS of Service Provider	Authorized Channel Partner of Mobile Telecom Operator		
Delivery Time of SMS	Delivery within 10 min		
Max Size of the SMS	200 Char		

Throughput per Second (TPS)	5000	6,000,000	177
Unicode compliant	Yes		
Experience in delivering Bulk SMS in a month	Others/ As defined in Scope of Work		
MIS Report Required	Yes		
Fields required for MIS Report Generation	Total SMSs received, Total success, Total failed/expired, Total of delivery report not received, Total DND		
Number of Shift per day	1		
Number of Working days in Month	26		
Number of Months	12		
Number of Shift per day	1		
Number of Working days in Month	26		
कुल राशि (सूत्र) Total Amount (Formula) : (Cost Per 1000 SMS inclusive of GST*Number of SMS Proposed for procurement during the contract period./1000)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		1062000	
कुल एडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		1062000	
अतिरिक्त जानकारी Additional Details			
● Consumption per month : 500000			
श्रेणी नाम Category Name : Call Centre Service - Per Connect Minute Basis			
बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Total number of connect minute per month	Price per connect minute
Type of Call center setup required	Standard call center setup (On Prim)	166000	0.35
Premises	Offsite		
Type of Call support	Outbound		
Type of Service included	Technology, MIS/Report Generation		
Educational Qualification of Manpower	Not Applicable		
Languages	Hindi, English		
Additional service	Chat Bot support		
Number of Shift per day	1		
Number of Working days in Month	26		
Number of Months	12		
Number of Shift per day	1		
Number of Working days in Month	26		
कुल राशि (सूत्र) Total Amount (Formula) : (Total number of connect minute per month*Price per connect minute*Contract Period/30)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		706883.33	
कुल एडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		706883.33	
श्रेणी नाम Category Name : Call Centre Service - Per Seat Basis			
बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		Number of seats required per shift	Price per seat per shift
Type of Call center setup required	Standard call center setup (On Prim)	4	986
Premises	Onsite with setup		
Type of Call support	Outbound		
Type of Service	Manpower		
Educational Qualification of Manpower	Graduate		
Languages	Hindi, English		
Additional service	Chat Bot support		
Number of Shift per day	1		
Number of Working days in Month	26		
Number of Months	12		
Number of Shift per day	1		
Number of Working days in Month	26		
कुल राशि (सूत्र) Total Amount (Formula) : (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)			

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	1230528
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	1230528
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	2999411.33
एसएलए विवरण SLA Details	
SERVICE STC	
SPECIAL TERMS AND CONDITIONS FOR	
CALL CENTRE SERVICE – PER SEAT BASIS	
1. Preamble	
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:	
I. General terms and conditions for Goods and Services.	
II. Service STC contained in this document	
III. BID / Reverse Auction specific ATC	
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.	
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.	
2. Objectives and Goal	
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:	
<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	
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.	
3. Stakeholders	
The main stakeholders associated with this agreement are:	
<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 terms2. 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.	
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.	
4. Service Scope	
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.	
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.	
The Call Centre setup is generally of two types:	
<ol style="list-style-type: none">1. On-Premise Setup2. 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.	
5. Terms and Conditions	
o 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 auditors 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)
System Availability			
1.	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.
Average Call Response Time / Average Speed of Answer (ASA)			
2.	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>
Average Handle Time (AHT) Inbound.			
	Average call handling time, (This is the		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.

3. S No.	average amount of time during which Call Centre Executive's work with callers, including actual talk time, hold time and after call work / wrap up time)	Not more than 200 second Target	Target = Less than 200 Seconds. Deductions (in %age of contract value) SLA Breach - 10 % (20/200) Penalty percentage = $(10 \times 0.25) = 2.5$ % of cost Payable per month
4.	Average Handle Time (AHT) Outbound/ Call back Average call handling time (outgoing calls): Average amount of time where Call Centre Executives are on call (Talk time + Hold Time + wrap up Time) with consumers for follow-up and feedback.	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
5.	Abandoned Call Rate (%) 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.
6.	Adherence Adherence is a measurement of Call Centre Executive's actual time of work against the asked Call Centre Executive's scheduled time. Adherence is measured in percentage as under: $A (\text{Adherence}) = \frac{t}{T} \times 100$ 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.
7.	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.	>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
8.	IVRS Updation time 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.

एसएलए विवरण | SLA Details

Special Terms and Conditions For Bulk SMS Service (Version-2)

1. Agreement Overview

This Agreement represents a Special Terms and Conditions (STC) and Service Level Agreement (SLA) between the Buyer and Service provider. The purpose of this agreement is to facilitate implementation of Bulk SMS Service from the Buyer's premises or any other premises designated by buyer. This Agreement outlines the scope of work, buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Services;
2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
3. BID / Reverse Auction specific ATC.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions.

The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

2. Objectives and Goals

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties.
2. Present a clear, concise and measurable description of services offered to the buyer.
3. 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.
4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement 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. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3. Parties to Agreement

The main stakeholders associated with this agreement are below-

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement.

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.

4. Scope of Services

Service Provider shall provide the Short Message Service Connectivity which shall enable buyer to send SMS for the messages necessary for Business Transaction on terms and conditions agreed under this Agreement.

Buyer shall use the services as per terms of this Agreement and in compliance of Applicable laws. Buyer shall make reasonable efforts not to use the Service Provider's Short Message Service connectivity for any other purpose not envisaged under this Agreement and or for transmitting SMS's which are obscene, abusive, offensive, unlawful, illegal, sensitive in nature, communal, unauthorized, or compromising the National Security etc.

5. Terms and Conditions

5.1 Buyers Obligations

- 5.1.1 Buyer shall provide clear instructions, approvals and timely payments for the services to be availed.
- 5.1.2 The Buyer Department will give at least one Month Notice Period before termination of Contract in cases of non-performance.
- 5.1.3 Buyer must ensure security and safety of devices installed at their premises. In case of damage/theft they must reimburse the cost of devices. Cost to be reimbursed will be proportionate to cost of device arrived after depreciation of damaged/stolen device during the operation of contract.
- 5.1.4 Buyer shall be solely responsible for using the Services in terms of this Agreement. The Sender ID registration needs to be done in advance.
- 5.1.5 Buyer must ensure and shall be solely responsible for maintaining complete authenticity of all the information sent over SMS and shall take all possible steps and measures to ensure that only authentic information is transmitted.
- 5.1.6 Buyer shall be solely responsible at its own costs and expenses for obtaining and maintaining all necessary approvals, sanctions, permissions and licenses as required for sending SMS from the relevant Government authorities and/or regulatory bodies.
- 5.1.7 Buyer shall provide trained manpower to co-ordinate with Service Provider's team during customization and integration and share the necessary details with service provider for integration purpose.
- 5.1.8 Buyer shall not use the Services provided under this Agreement for any purpose that is in violation of any Applicable Laws or public policy and shall not use the Services in any manner that violate any statutory directives or orders for the time being in force.
- 5.1.9 Buyer agrees that the SMS Services provided under his Agreement will be used for their own activities and shall make sure that the Service Provider SMS Services are not misused and shall not be extended to any third party.
- 5.1.10 Buyer shall ensure that objectionable, obscene, unauthorized or any other content, messages or communications infringing copyright, Intellectual property right and international and domestic cyber laws, in any form or inconsistent with the laws of India are not carried in his network by him or any other person using his network. The buyer must take necessary measures to prevent it. The use of the Services for anti-national activities would be construed as an offence punishable under the Indian Penal Code or other applicable law.
- 5.1.11 Price Variation Clause:
"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

5.2 Service Provider Obligations

Service provider is responsible to provide all the required services in a timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement. The following Service Provider's obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach, which shall entitle the buyer at its discretion to terminate this agreement immediately:

- 5.2.1 Failure on the part of the service provider to observe its obligations under the agreement.
- 5.2.2 The doing or permitting of any act by which the Buyer's rights under this agreement may be prejudiced or put in jeopardy.
- 5.2.3 The insolvency, levying of any distress, appointment of receiver, entry into an arrangement with its creditors or execution against the supplier or liquidation of the supplier.
- 5.2.4 Failure to repair a fault within the response time set out in respective clauses as above.
- 5.2.5 Service Provider shall provide SMS termination capability on best efforts basis on all available mobile networks in India, both GSM, Volte and 5G etc.

5.2.6 Ensure that the Services are rendered in an effective manner and in the manner set out in this Agreement and relevant Attachments to this Agreement.

5.2.7 Service Provider shall possess the technical expertise, ability, experience, resources and infrastructure to render all the services and comply with its obligations under this Agreement and the Attachments.

5.3 Other Terms & Conditions:

5.3.1 Buyer agrees that Service Provider has no control on delivery rate and that it varies based on the response of telecom networks. However, Service Provider shall put best effort to maintain Quality of Service rendering as per contractual provisions and SLAs.

5.3.2 Buyer agrees that the SMSes sent will be of transactional in nature and Service Provider shall make sure that these SMSes are not filtered based upon National Customer Preference register. Buyer shall make sure that no promotional / Commercial SMSes will be sent to a telecom subscriber using Service Provider SMS Service.

5.3.3 Service Provider ensures: 99 % uptime for its SMS gateway Service and expressly excludes the planned downtime. The uptime calculation will be done on quarterly basis.

5.3.4 Service Provider, however, cannot guarantee deliveries to end user handsets since the same is outside the control of Service Provider. Handset deliveries are on a best effort basis. In case of high levels of reported errors, Service Provider will conduct RCA and submit report to buyer.

5.3.5 Service Provider shall give advance notice of at least 48 hours for any planned activities between 00: 00 Hrs to 6:00 a.m. and during such time buyer shall make reasonable efforts not to send any SMSes, Service Provider may allow some capacity if available to cater to Transactional messages requirement

5.3.6 The availability, and quality of the Services may be affected by factors outside Service Provider's Control including but not limited to physical obstructions, availability or performance of network, geographic conditions, topographic layout, weather conditions and other causes of radio interference, non-availability of power or faults or modifications in telecommunication networks to which the Short Message Service connectivity is connected, right of way and damage or modifications to equipment.

5.3.7 Service Provider may, without any notice, refuse, curtail, modify, suspend, disconnect or terminate the Services in whole or in part at any time, if so directed by any statutory authority or judicial forum.

5.3.8 Any and all information including that pertaining to Buyer or its business provided by buyer to Service Provider or gathered by Service Provider independently of Buyer may be disclosed by Service Provider to any statutory/ regulatory/governmental authority whether or not Service Provider provides the Services to buyer.

5.3.9 Except as otherwise agreed under this Agreement, Service Provider shall not be liable to buyer for any loss, costs or damage whatsoever or howsoever caused, arising directly or indirectly in connection with the Services.

5.3.10 Service Provider expressly excludes liability for libel and/ or slander arising out of a message or Content sent by buyer via the Service Provider's Short Message Service connectivity.

5.3.11 Buyer shall be responsible in case of any misuse of telecom resources allotted to it for sending Transactional Message only.

5.3.12 The buyer agrees not to send any unsolicited commercial communication and not to mix any promotional communications with its Transactional Message sent to a subscriber through telecom resource allotted to it for the purposes of sending Transactional Message.

5.3.13 The buyer agrees not to make unsolicited commercial communications to any subscriber; whose telephone number appears on the National Customer Preference Register, except for sending Transactional Message.

5.3.14 Buyer shall be required to pay penalty as may be specified by TRAI/Telcos, on issue of each notice for sending unsolicited commercial communication by the Buyer, an amount as provided under this agreement.

5.3.15 If the buyer makes any unsolicited commercial communication, through the telecom resources allotted to it by Service Provider for sending Transactional Message, to any subscriber whose telephone number appears in the National buyer Preference Register, the buyer agrees that he will be abide by the rule as specified by TRAI.

5.3.16 The buyer agrees that in case of issue of third notice by the Access Provider to the buyer: for sending unsolicited commercial communication, without prejudice to the amount which shall be paid by the Buyer, the telecom resources allotted to the buyer shall be disconnected without any further notice. The Access Provider shall intimate the name of the Buyer to the agency maintaining the National Telemarketer Register for entering the name of the buyer in the blacklist and the name: of the buyer shall not be removed from the black list before the completion of the period of two years from the date of entering his name in such black list.

5.3.17 The buyer agrees to pay the charges as provided in the regulations in case the buyer sends telemarketing SMSs and/ or mixes telemarketing or promotional SMSs with the transitional SMS.

5.3.18 The buyer has agreed to abide by regulations, orders and directions issued by the Telecom regulatory authority of India regarding Transactional Message, from time to time including the header to be used for sending transactional SMSs

5.3.19 The buyer, before making any commercial communication, shall verify the identity and address details of entity or individual on whose behalf commercial communication is being made as provided in the subscriber verification guidelines issued by the Department of Telecommunication from time to time and obtain the relevant records from such entity of individual.

5.3.20 The buyer shall provide full access to its equipment to any person authorized by TRAI for technical scrutiny and for inspection, which may be a visual inspection or an operational inspection. The buyer shall furnish documents, accounts, estimates, returns, report and other information as may be required by TRAI from time to time for any purpose including conducting of an enquiry either suo-motu or on complaint to determine, whether there has been any breach of the provisions of the regulations by the telemarketer.

5.3.21 Online support must be provided by Service Provider on 24X7 basis.

5.3.22 The expected time of response from Service Provider should be less than 5 minutes through automated ticket number and resolution should be average 60 minutes per email or call communication.

5.3.23 A robust escalation process should be in place by the Service Provider for any unresolved issues

6. Payment Terms and Conditions

6.1 Payment shall be made once the Service Provider submits the invoice online on GeM alongwith other relevant documents and after generation of Service Delivery Acceptance Certificate (SDAC) by consignee for the submitted invoice.

6.2 All deductions (if applicable) will be accounted/deducted during SDAC generation before making the payments. Payment will be made through bank transfer only and in no circumstance cash/ cheque payment will be made.

7. Deductions / LD

7.1 Penalties for a specific period (month / quarter) shall be capped at 10% of bill generated for that period. In case penalties goes beyond this range, buyer may terminate the contract without any prejudice to terms of the Contract.

7.2 If any SLA is breached beyond 3 instances in any billing period, then the same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days.

7.3 Performance will be measured in terms of the 'Success Rate' i.e. No. of successfully delivered SMS to the customers' handsets divided by Total number of SMSs submitted to be delivered. Success Rate of 97% and above is expected from Service Provider in delivery of Bulk SMS. Any fall in the success rate in delivery of SMS below the minimum expected level will be penalized as under:

Assuming a monthly billing cycle, the penalty applicable at different levels of success rate is tabulated below:

Success Rate	Penalty on Monthly Invoices
97% & above	NIL
<97% up to 96%	1% of the monthly bill of the respective month
<96% up to 95%	2% of the monthly bill of the respective month
<95% up to 94%	5% of the monthly bill of the respective month. In addition, Buyer will be free to divert

SMS traffic (partially or fully) to L2 and/or L3 vendor(s).

<94% up to 93%	6% of the monthly bill of the respective month
<93% up to 92%	7% of the monthly bill of the respective month
<92% up to 91%	8% of the monthly bill of the respective month
<91% up to 90%	9% of the monthly bill of the respective month
<90%	10% of the monthly bill of the respective month

8. Amendment to contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Contract, some of such conditions may be as followed-

8.1 Amendment of the Contract after event of Force Majeure: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause).In case of occurrence of such event which has affected either party directly to perform the agreed services, the contract can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.

8.2 Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

9. Termination of contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

9.1 Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

9.2 Breach of contractual obligations: The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

9.3 Breach of SLAs: The contract may also be terminated by the Buyer if i) the cumulative penalties rise to 10% of the contract value ii) If any SLA is breached beyond 3 instances in any billing period.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

10. Service Formula

Contract Value: (A x B)/1000

A: Cost per 1000 SMS (Inclusive of GST)

B: Number of SMS Proposed for procurement during the contract period.

एसएलए विवरण | SLA Details

SERVICE STC

SPECIAL TERMS AND CONDITIONSFOR

CALL CENTRE SERVICE –PER CONNECT MINUTE BASIS

1. Preamble

A. All contracts related to“Call Centre Services – per connect minute basis” placed through the GeM portal shall be governed by the following set of Terms and Conditions:

I. General terms and conditions for Goods and Services.

II. Service STC contained in this document

III. BID / Reverse Auction specific ATC

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.

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.

2. Objectives and Goal

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:

- 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

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.

3. Stakeholders

The main stakeholders associated with this agreement are:

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.

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.

4. Service Scope

The "CallCentre 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.

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.

The Call Centre setup is generally of two types:

1. On-Premise Setup
2. Cloud based Setup

- **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.

NOTE: This type of service is generally procured when the per day call volume is very high and the details of each call connection is available with the buyer.

5. Terms and Conditions

● Buyer's Obligations:

- 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

- 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 and 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 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 agents to handle the calls shall be done by the service provider. The associated cost for the additional connected minutes 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. The connect minute shall be calculated only if the call continues beyond **7 seconds**. Any call that ends before 7 seconds shall not be considered in connect minute.
- f. Service provider shall assist the buyer's monitoring team that shall conduct the external and internal auditors to periodically inspect the functioning of Call Centre.
- g. Service provider shall provision for the required Software as per the requirement specified in the bid data sheet.
- h. In case, the Type of Call centrespecified by Buyer is 'Cloud based call centre setup', the following terms shall be considered
- i. 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.
- j. Adherence to laws and regulations on data handling and storage
- k. Service Provider shall meet industry and global best practices for data security and privacy.
- l. All data must be stored within geographical boundaries of India ONLY.
- m. Service Provider shall comply to rules and regulations laid out by Government of India from time to time.
- n. 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.
- o. 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.
- p. The Service provider shall be responsible for MPLS connectivity required between cloud datacentre, buyer's data centre and agent location.
- q. 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. Service Formula

The cost of service will be calculated as per the below formula:

Total Cost= Connected Minutes * Cost per Connect Minute

7. 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.

8. SLAs, Deductions and Termination

S No.	SLA	Target	Deductions (in %age of contract value)
	System Availability		
1.	The Call Centre system availability must be over 99%. This will be calculated on monthly basis.	> 99 % monthly	Deduction would be levied at 1% of cost payable for the month for every percentage drop in availability.
	Average Call Response Time / Average Speed of Answer (ASA)		
2.	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>Deduction 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, CallsReceived - 1000</p> <p>Average Calls answered in 15 Sec. - 700</p> <p>ASA = 70% (700/1000) SLA Breach - 10%</p> <p>Penalty percentage = $(10 \times 0.25) = 2.5$ % of total cost Payable per month.</p>
	Average Handle Time (AHT) Inbound.		
3.	Average call handling time, (This is the average amount of time during which Call Centre Executive s work with callers, including actual talk time, hold time and after call work / wrap up time)	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. Target = Less than 200 Seconds.</p> <p>SLA Breach - 10 % (20/200)</p> <p>Penalty percentage = $(10 \times 0.25) = 2.5$ % of cost Payable per month</p>
	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	<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, 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</p>
	Abandoned Call Rate (%)		
5.	Abandoned call rate (%) is the percentage of calls abandoned in the Call Centre Executive's queue	Less than 5 %	<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, Call offered - 1000 Call Abandon - 150 SLA Achieved - 85% SLA Breach - 10% (95%-85%)</p> <p>Penalty percentage = $(10 \times 0.25) = 2.5$ % of total cost Payable per month.</p>
	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:	Not less than 90%	<p>Penalty would be levied at 0.5% of the value of cost payable per month for noncompliance 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</p> <p>(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.</p>
	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.

S No.

Shift time

Target

Deductions
(in %age of contract value)

Call quality Score

7.

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 & Service Provider. These could include greeting the customer, adherence, to establish SOPs, customer handling, issue closure etc. A quality team may be deployed by Service Provider for the same.

>90% score for all calls audited

Penalty would be levied at 0.25% of the value of cost payable per month for noncompliance 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

-

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-08-22 11:00:00

2. तक बढ़ाया गया | Extended Upto : 2024-08-23 14:00:00

3. तक बढ़ाया गया | Extended Upto : 2024-08-24 15:00:00

4. तक बढ़ाया गया | Extended Upto : 2024-08-26 10:00:00

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Scope of Work : [click here](#)

2. If you want to add additional conditions in addition to standard SLA then please mention the clauses of additional SLA . : [click here](#)

3. If you want to add additional conditions in addition to standard SLA then please upload approval from competent authority. : [click here](#)

4. Payment terms : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

नियम और शर्तें | Terms and Conditions

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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Forms of EMD and PBG:

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

2.3 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.4 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.5 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.6 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Bidder must submit ISO Certificate 9001:2015.

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

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