

Government of Punjab

Department of Elections

(SCO No.29-32, Sector: 17-E, Chandigarh)
☎ 0172-2704779, 2704701, 27248749 📠 0172-2707970

No. Elec-2019/ACT- 468 of 2019-2020

Short Tender For BPO Services for Voter Helpline - 1950

Name of the Bidder	
Address	
Contact numbers of Bidder	
Last Date of submission of Tender	04.02.2019 at 12.00 Noon
Date of opening of Tender	04.02.2019 at 03.00 PM
Venue for submission/Opening of Tender	<u>Office of the</u> <u>Chief Electoral Officer, Punjab</u> SCO No. 29-32, Sector: 17-E, Chandigarh

Cost of Tender Document

Rs. 1000/- by cash/Demand Draft in favour of Deputy Chief Electoral Officer, Punjab, payable at Chandigarh.

(No cheque will be entertained)

**OFFICE OF THE CHIEF ELECTORAL OFFICER, PUNJAB,
SCO NO.29-32, SECTOR 17-E, CHANDIGARH**

Short Tender for providing BPO services from Service Provider of Voter Helpline - 1950

Sealed Tenders are invited from the Reputed BPOs (Business Processing Outsourcing) to provide BPO services without hardware for handling Voter Helpline 1950 at State level and in 22 Districts as mentioned in Scope of Work for upcoming Lok Sabha Election 2019. The **RFP** comprises of detailed terms and conditions can be purchased from the office of the Chief Electoral Officer by depositing a sum of Rs 1,000/- in cash or demand draft in favour of Deputy Chief Electoral Officer, Punjab payable at Chandigarh. The RFP can also be downloaded from the official web site of this Department at www.ceopunjab.nic.in. In that case, a demand draft of Rs. 1,000/- in favour of Deputy Chief Electoral Officer, Punjab along with earnest money amounting to Rs. 1.00 lakh (Rupees One Lakh only) in the shape of Demand Draft in favour Chief Electoral Officer, and Punjab is to be deposited along with the Tender.

Tenders should reach in the office of the Chief Electoral Officer, Punjab (CEO), SCO No. 29-32, Sector: 17-E, Chandigarh by 04.02.2019 up to 12.00 Noon and will be opened in the office of CEO on the same day at 3.00 PM in the presence of Bidders, who wish to be present. The CEO reserves the right to reject all or any of the Tender(s) received, and to annul the Tendering process without assigning any reason. The CEO also reserves the right of negotiations with L-1, if considered necessary.

Chief Electoral Officer, Punjab

DOCUMENT CONTROL SHEET

S. No.	Particulars	Details
1.	Document Reference Number	Elec-2019/ACT
2.	Start date for issue of Tender Document	20.01.2019 (9:00 AM onwards)
3.	Last Date for Purchase of Tender Document	31.01.2019 (till 11:00 AM)
4.	Last date for submission of Queries	25.01.2019 (till 01:00 PM)
5.	Last date of reply of queries	28.01.2019
6.	Last date for submission of bids	04.02.2019 (till 12:00 Noon)
7.	Submission of Proposal	Chief Electoral Officer, Punjab SCO 29-32, Sector 17-E, Chandigarh- 160017
8.	i) Date and time of opening of Pre-Qualification bids ii) Date and time of opening of Technical-qualification bids iii) Date and time of opening of Financial bids	i) 04.02.2019 (03:00 PM onwards) ii) Will be intimated later iii) Will be intimated later
9.	Tender Validity	180 days from the last date of submission of Bids
10.	Office address	The Chief Electoral Officer, SCO 29-32, Sector 17-E, Chandigarh- 160017
11.	Cost of Tender Document	Rs 1000/- (Rupees One Thousand Only)
12.	Earnest Money Deposit	Rs 1,00,000/- (Rupees one Lakh Only)
13.	Tender Website/ Help desk	Website: http://ceopunjab.nic.in Email: dyceo.punjab.gov.in Contact No: 0172-2722590
14.	CEO Punjab Contact Details	Email: dyceo.punjab.gov.in Phone: 0172-2722590
15.	Website	http://ceopunjab.nic.in
16.	Consortium	Consortiums are not permitted.
17.	Method of Selection	Three (3) Stage Selection on Least cost basis
<p><i>In case a Central/ State Government holiday is declared on any day of the event, the event will be held on the next working day at the same time and same venue.</i></p>		

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DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this tender have the following meanings:

- 1) **“Bidder/Tenderer”** means vendor who submits Bid in response to this tender document.
- 2) **“Bid/Tender”** means Bid submitted by Bidders in response to the tender issued by the CEO.
- 3) **“Committee”** means tender evaluation committee constituted for evaluation of Bids.
- 4) **“Contract”** means the Contract entered into by the parties for providing services defined in the tender along with the entire documentation specified in the tender.
- 5) **“Parties”** means the Department and the Selected Service Provider.
- 6) **“Department/CEO/Client”** means Chief Electoral Officer.
- 7) **“CEO/CEOPB”** means Chief Electoral Officer, Punjab.
- 8) **“Last Three Financial Years”** means FY 2015-16, 2016-2017 and 2017-2018.
- 9) **“Personnel”** means professional and support staff provided by the Bidders to perform services to execute an assignment and any part thereof.
- 10) **“PBG”** means Per
- 11) Performance Bank Guarantee
- 12) **“Services”** means the work to be performed by the Bidder pursuant to this tender and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Department.
- 13) **“SOW”** means Scope of Work for the selected Bidder, specified in Section 5 of this document.
- 14) **“SCC”** State Contact Centre also known as State Voter Helpline
- 15) **“SVH”** State Voter Helpline
- 16) **“DCC”** District Contact Centre also known as District Voter Helpline
- 17) **“DVH”** District Voter Helpline
- 18) **“NGSP”** National Grievance Service Portal
- 19) **“CCA”** Call Center Agents
- 20) **“SNO”** State Nodal Officer
- 21) **“SCO”** State Contact Officer

- 22) **“DCO”** District Contact Officer
- 23) **“IFSC”** Information, Feedback, Suggestion, Complaint
- 24) **“USL”** Uniform Service Level
- 25) **“The Term”** means Six months from the date of signing of contract. The term may be extended by further period of six months on the same terms and conditions of RFP on mutual consent of parties.
- 26) **“Tender No. or Document Reference No”** means the document or tender No. mentioned in the Document Control Sheet irrespective of whatever may be mentioned in the text of this document.
- 27) **“Service Provider/System Integrator/ Vendor”** means Bidder to whom the contract is awarded and agreement has been signed.
- 28) **“TriCity”** means Chandigarh, Mohali (SAS Nagar) and Panchkula.
- 29) **“ECI”** means Election Commission of India
- 30) **“DEO”** means District Election Officer.
- 31) **“Nodal Officer”** means Officer/Official deputed as polling-in-charge by the DEO.

IMPORTANT NOTICES

1. While every effort has been made to provide comprehensive and accurate background information and requirements, Bidders must form their own conclusions about the solution needed to meet the requirements.
2. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the CEO on the basis of this RFP.
3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the CEO. Any notification of preferred Bidder status by the CEO shall not give rise to any enforceable rights by the Bidder. The CEO may cancel this tender at any time prior to a formal written contract being executed by or on behalf of the CEO.
4. This RFP supersedes and replaces any previous public documentation & communications from CEO, and Bidders should place no reliance on such communications.
5. This tender document is not transferable.
6. Bidders are advised to study the document carefully. Submission of response shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
7. The response to this tender document should be full and complete in all respects. Incomplete or partial responses are liable to be rejected.
8. Bidders are suggested to use due diligence in submitting their bids well in time. Any delay or unsuccessful bid submission due to unavailability of internet, electricity or any other reason will not entitle Bidder to claim extension of bid submission date.
9. The Bidder should attach all required documents / information with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, CEO reserves its right in seeking clarification from Bidder and may disqualify Bidder if Bidder is not able to provide clarification / desired information.
10. The Bidder shall bear all costs associated with the preparation and

submission of the response, including cost of demonstration, benchmarking and presentation for the purposes of clarification of the bid, if so desired by CEO. CEO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the shortlisting process.

11. Further clarifications, corrigendum and any other information related to this tender will be available at the website **<http://ceopunjab.nic.in>** only.
12. Bidders are advised to check CEO website regularly for any Addendum / Corrigendum / Amendments related to project.
13. CEO reserves the right to accept or reject any or all responses without assigning any reason.
14. All payments towards Cost of Tender Document, Earnest Money Deposit and processing fee shall be deposited through Demand Draft in FDR drawn from any Nationalized Bank in favour of “Chief Electoral Officer, Punjab” payable at Chandigarh. Bids will be rejected if any of the payments is not attached with the bid document.

SECTION-1 (PROJECT BACKGROUND)

The office of Chief Electoral Officer, Punjab is currently operating a contact center which is available through a toll-free number. Considering the upcoming General Elections of 2019, the Election Commission of India had issued instructions for establishing Voter Helpline Centre at State level in tandem with each District Voter Helpline Centre to be established at district headquarters with universal number i.e. 1950. The Voter Helpline Centre's will be equipped with required number of telephone lines, computers/ printers and good internet connectivity with working account at National Grievance Service Portal (NGSP) & exchange (if required). Each district helpline center will be operated with short code 1950. Thus, a user calling 1950 from a district shall be received at respective District Contact Centre instead of State Contact Centre. The District Contact Center known as Voter Helpline Centre have already been equipped with required hardware.

The 1950 will be the 'first point of call' for all citizens looking for help in reference to electoral services. Voter Helpline will provide and punch Information, Feedback, Suggestion and Complaints to all citizens. It is important that not only SCC/SVH and DCC/DVH should start working in full efficiency, but also the quality of call response at SCC/SVH, DCC/DVH and handling of cases on NGSP should be of very high standards. No case should be kept pending beyond the permissible timeline. National Contact Centre will also assess the quality of SCC/SVH and DCC/DVH and NGSP.

CCAs should be trained in the services to be provided through Voter Helpline-1950

SECTION-2 (INVITATION FOR BIDS)

3. Invitation for Bids

- a) Sealed tenders are invited from eligible, reputed, qualified BPOs for providing BPO services to handle the Voter Helpline. Detailed Scope of Work under Section 5 of this RFP Document.
- b) This invitation to bid is open to all Bidders meeting the eligibility criteria as mentioned in Section 4.17 of this RFP Document.
- c) Any contract that may result from this Government competition will be issued for the Term.
- d) The Department reserves the right to extend “The Term” for a period or periods to be mutually decided by the parties, such extension or extensions on the same terms and conditions of the RFP.
- e) The tender document is available on the <http://ceopunjab.nic.in> website (free of cost) from start date till last date for issue of the tender document as prescribed in Document Control Sheet. Bidders may please note that Tender Document cost is to be paid along with the tender. Subsequently, Bidders will be required to pay the EMD along with the bid.
- f) The Department may, at its discretion, extend the date for submission of Bids. In such cases all rights and obligations of the Department and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any such extensions shall be informed to Bidders through corrigendum issued on <http://ceopunjab.nic.in> website.

SECTION-3 (INSTRUCTIONS TO BIDDERS)

4. Instructions to Bidders

The Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

4.1 General Information

- a) Proposals must be received not later than time and date mentioned in the Document Control Sheet of RFP. Proposals will not be accepted after due date/ time.
- b) Cover bids are not permitted.
- c) It will be imperative for each Bidder(s) to familiarize with the prevailing legal situations for the execution of contract. CEO shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- d) It will be the responsibility of the Bidder to ensure that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by CEO. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise himself.
- e) The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- f) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of

contract whichever is later on account of any reasons whatsoever.

- g) The Bidder shall be fully and completely responsible to CEO for all the deliveries and deliverables.
- h) Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority, Tender Scrutiny Committee, Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in extraneous pressures on the Tender Accepting Authority shall be sufficient reasons to disqualify the Bidder.
- i) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.
- j) Due to security reasons, the Bidder is required not to disclose that they are bidding for this assignment, or in any way disclose that they are performing this assignment to any third party without the consent of the CEO.

4.2 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by CEO to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. CEO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.3 Language

The Proposal should be filled by the Bidder in the language as mentioned in the Document Control Sheet. If any supporting documents submitted are in any language other than that mentioned in the Document Control Sheet, translation of the same is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the translation in the language as mentioned in the Document Control Sheet shall govern.

4.4 Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to CEO as mentioned in the Document Control Sheet.

4.5 Late Bids

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened by Speed-post only.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) CEO shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d) CEO reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

4.6 Deviations

The Bidder may not provide any deviation / non-compliance to the contents of the RFP document. Any deviation /non-compliance may lead to rejection.

4.7 Evaluation Process

- a) A Proposal Evaluation Committee shall be formed to evaluate the responses of the Bidders
- b) The Proposal Evaluation Committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

- c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals if the committee desires and feels the need for it.
- e) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.8 General Terms & Conditions:-

- a) No advance payment will be made to Bidder.
- b) No conditional Tender will be considered.
- c) Consortium are not permitted
- d) The Tender will be automatically rejected if submitted incomplete or informally.
- e) The Financial Bid of only those Bidder(s) will be opened who qualify technically and comply with the main Terms and Conditions.
- f) The Tender of the Bidder who have been blacklisted due to any reason by Central Government or any State Government will not be entertained. A self-declaration on the non-judicial paper of required value will be given by the Bidder that he/she or his/her company/firm has not been blacklisted by any of the Central Government/ State Government. The Tender of such Bidder will be rejected as and when it comes into the notice of the Department. And, in case of time loss to the Department owing to representation of wrong information by such a Bidder, the loss occurred shall be recoverable from any pending/releasable payment, earnest money and security deposits etc. of such Bidder(s) as deemed fit by the Competent Authority.
- g) Bidders shall submit Earnest Money Deposit (EMD) amounting to Rs. 1.00 Lakh (Rupees One Lakh Only) along with Bid as mentioned in the Document Control Sheet.

- h) The selected Bidder will have to deposit Security @ 10% of the total amount of work assigned in the shape of Performance Bank Guarantee (PBG) from any Nationalized/Scheduled Bank with validity of 13 months from the date of agreement in favour of Chief Electoral Officer, Punjab, Chandigarh within 7 working days of date of issue of Letter of Intent (LOI). The validity date of security deposit can also be extended if required by this Department.
- i) In case the security deposit along with LOA is not submitted by the Vendor within 7 days from the date of issuing of LOI, the EMD deposit will be forfeited.
- j) Required services should be provided by the Bidder within a week of issuance of work order, in case of failure, 2% per day cost of total contract.
- k) **Risk Purchase:** If successful Bidder fails to provide the required BPO services on all 23 sites (State & 22 districts), CEO reserves the right to assign this job to L2 vendor or otherwise from alternative sources at the vendor's (L1) risk, responsibility and cost. Any extra cost incurred in this process from alternative source will be recovered from the Security Deposit / Bank Guarantee and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and /or Bank Guarantee, the same may be recovered if necessary, by due legal process.
- l) No interest will be payable on the earnest money and security deposit of the Firm.
- m) The Bidder must provide photo copy of company/firm's PAN/TAN no. and Bank Account Number including IFSC code along with its branch address in the Tender Document itself.
- n) All the payments will be made online, Bidder has to submit the full details of Company's bank account with Bank name, address, IFS Code, supported by cancelled cheque.
- o) The payment of bills will be made after deducting the Tax at source and other statutory taxes as applicable under the Central and State Government Acts/Rules.

p) **Force Majeure:-**

- i. The Vendor shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the vendor's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the Corporation in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- iii. If a Force Majeure situation arises, the Vendor shall promptly notify the CEO in writing of such condition and the cause thereof. Unless otherwise directed by the Corporation in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- q) **Arbitration**-In case dispute arising between the Department and the Selected Bidder, which has not been settled amicably, the Vendor can request the Department to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the Principal Secretary to Govt. of Punjab, Department of Elections-cum-Chief Electoral Officer as Arbitrator. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Chandigarh, Punjab. The decision of the Arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award.
- r) In case of any dispute the Bidder will be bound by the decision of the Chief Electoral Officer Punjab, Sole Arbitrator, and further dispute if any will be settled in the Civil Court, having jurisdiction at Chandigarh.
- s) The Bidder must sign all the pages of this Tender Document and return the same with the Tender to be submitted so as to confirm that he agrees to all the terms and conditions of the Document;

- t) In case the Bidder requires any clarification; he may contact Sh. Pushminder Singh, System Manager, Chief Electoral Officer, Punjab on telephone no. 0172-2722590; & on mobile no. 98550-71162.
- u) Chief Electoral Officer, Punjab reserves the right to reject all or any of the Tender(s) received, and to annul the Tendering process without assigning any reason. CEO also reserves the right of negotiations with L-1, if considered necessary.

4.9 Tender Opening

The submitted Proposals will be opened by the proposal evaluation committee, in the presence of such of those Bidders or their representatives who may like to be present at the time of opening. The date of opening shall normally be as per the Document Control Sheet. However, any change in the date shall be mentioned on the CEO website only.

The representatives of the Bidders should be advised to carry the identity proof or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal, besides personal photo id.

4.10 Tender Validity

- a) Bids shall remain valid for a period of 180 days from the last date of submission of Bids.
- b) The CEO reserves the right to reject a Bid valid for a shorter period as non-responsive.
- c) In exceptional circumstances, the CEO may solicit the Bidder's consent for extension of the period of validity.
- d) The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional.
- e) Bidder may refuse the request without forfeiting the Earnest Money Deposit.
- f) Bidder accepting the request will not be permitted to modify its Bid. The bid security shall also be suitably extended.

4.11 Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:

- Are not submitted in as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the RFP document
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period
 - Without EMD
- b) All responsive Bids will be considered for further processing as below:-
- A list of responsive Bidders shall be prepared, who comply with all the Terms and Conditions of the Tender.
 - All eligible bids will be considered for further evaluation by a Committee according to the Evaluation Process defined in this RFP document.
 - The decision of the CEO will be final in this regard.
 - Financial bids of successful Bidders shall be opened on a date which shall be specified on CEO website. Interested Bidders may attend if they so desire.

4.12 Conflict of Interest

The selected Bidders should provide professional, objective, and impartial services and at all times hold the Department's interests paramount, strictly avoid conflicts with other assignments / jobs or their own corporate interests and act without any consideration for future work.

- a. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the CEO shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the CEO for, *inter alia*, the time, cost and effort of the CEO including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the CEO hereunder or otherwise.
- b. The CEO requires that the Vendor provides solutions which at all times hold the CEO's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Service Provider shall not accept or engage in any assignment that would be in conflict

with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the CEO.

- c. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- i. The Bidder and any other Bidder have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder in the other Bidder is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
 - a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
 - ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder receives or has received any direct or indirect subsidy or grant from any other Bidder; or
 - iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - v. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Application of either

- or each of the other Bidder; or
- vi. There is a conflict among this and other solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Service Provider will depend on the circumstances of each case. While providing services to the CEO for this particular assignment, the service provider shall not take up any assignment that by its nature will result in conflict with the present assignment; or

4.13 Right to Accept or Reject Bid(s)

The CEO reserves the right to annul the tender process, or to accept or reject any or all the Bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

4.14 Fraud and Corruption

It is required that the Bidders submitting Bid and the successful Bidder selected through this tender must observe the highest standards of ethics during the process of selection and during the performance and execution of contract.

- a) For this purpose, definition of the terms are set forth as follows:

i) "Corrupt practice" means

- (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CEO who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of six months from the date such official resigns or retires from or otherwise ceases to be in the service of the CEO, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
- (ii) Save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any

person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the CEO in relation to any matter concerning the Project;

ii) **“Fraudulent practice” means** a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or non-competitive levels and to deprive the Department of the benefits of free and open competition;

iii) **“Unfair trade practice” means** supply of services different from what is ordered on, or change in the Scope of Work given in Section V.

iv) **“Coercive practice” means** harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

b) The Department will declare a Bidder ineligible, either indefinitely or for a stated period of time, for awarding / participating in the contract, if it at any time determines that the selected Bidder has engaged in corrupt, fraudulent, unfair trade or coercive practice in competing for, or in executing, the contract.

4.15 Clarifications and Amendments of Tender

a) During the process of evaluation of the Bids, the CEO may, at its discretion, ask Bidders for clarifications on their Bid. The Bidders are required to respond within the prescribed time frame.

b) The CEO may for any reason, modify the tender from time to time. The amendment(s) to the tender would be clearly spelt out through corrigendum and the Bidders may be asked to amend their Bid due to such amendments. Bidders are advised to check <http://ceopunjab.nic.in> website regularly for amendments to the tender.

c) In order to allow Bidders reasonable time in which to take amendment into account in preparing their bids, CEO may at its discretion extend the deadline for submission of bids.

4.16 Earnest Money Deposit (EMD)

- a) The EMD lying with the CEO in respect of other tender/ RFP / Expression of Interest awaiting approval or rejected or on account of contracts being completed will not be adjusted towards EMD for this tender. In case of re-tender, EMD paid shall be refunded and Bidders will be required to resubmit the EMD.
- b) The EMD will be forfeited on account of one or more of the following reasons:
 - i) Bidder withdraws its Bid during the validity period specified in the tender.
 - ii) Bidder does not respond to requests for clarification of its Bid.
 - iii) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - iv) If successful Bidder fails to sign the contract in time or fails to furnish PBG in time
 - v) Any other reason as per clause mentioned in Para 4.18 of this document.
- c) The EMD of unsuccessful Bidders shall be refunded one month after final award of contract.
- d) EMD of the successful Bidder will be released only after the Bidder signs the final agreement/ accepting the Work Order and furnishes PBG.
- e) No interest shall be paid on EMD by the Government.
- f) In case the process is annulled for any reason, the EMDs shall be refunded within one month of the annulment notification.

4.17 Eligibility Criteria (EC)

- a) The bidder should be having valid & legal registration. Bidder should be in the BPO services for 3 Years as on 31/12/2018.
- b) The Bidder should have minimum cumulative turnover of Rs 1.00 Crores (Rs. one Crores Only) for last 3 financial years. The proof of turnover of last three financial years 2015-16, 2016-17 & 2017-18 should be CA certified.

- c) Bidder should have successfully executed atleast two workorder for providing BPO services, having experience in rendering one similar project of Rs. 15.00 Lakh and 2nd project with minimum value of Rs. 10 Lakhs, during any one of the previous three financial years (2015-16, 2016-17, 2017-18).
- d) Bidder must submit their valid PAN, CST/VAT and Service tax Registration Number.
- e) Bidder to submit valid ISO certificate with upto date amendments.
- f) Bidder shall furnish declaration of ineligibility for corrupt or fraudulent practices (undertaking to be given as per Appendix-5)
- g) The following RFP documents are to be submitted, completed in all respects in support of the prequalification:
 - i. Appendix 1 - Bid Sheet
 - ii. Appendix 2 – Checklist for Enclosures (including documents mentioned therein)
 - iii. Appendix 4 - Special Power of Attorney
 - iv. Tender Fee & EMD payment receipt

4.18 Disqualifications

The CEO may at its sole discretion and at any time during the evaluation of Bid, disqualify any Bidder, if the Bidder has:

- a) Made misleading or false representation in the forms, statements, certificates, work orders and attachments submitted as proof of the eligibility requirements;
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three financial years;
- c) Submitted a Bid that is not accompanied by correct / relevant documents or is non- responsive;
- d) Failed to provide clarifications when sought within applicable/cited stipulated time;

- e) Been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted **(Appendix-5)**.
- f) Submitted a Bid with price adjustment/variation provision.

4.19 Submission of Proposals

- a. The Bidders should submit their responses as per the format given in this RFP in the manner mentioned in the Document Control Sheet.
- b. The Response to, Technical Proposal and Financial Proposal should be covered in separate sealed envelopes super-scribing "Technical Proposal" and "Financial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be. All pages should be numbered as "Page # of n" and duly signed with seal of the Bidder.
- c. The documents to be submitted as part of the Technical proposals are as under in Envelop – A:-
- Appendix – 6 – Compliance Sheet for Technical Proposal
 - Appendix – 7 – Letter of Proposal
 - Appendix - 8 – Project Citation Format
- d. The documents to be submitted as part of the financial proposal are under in Envelop – B :-
- Appendix - 9
- e. Please note that prices should not be indicated directly or indirectly in the Technical Proposal, if found to be written in technical proposal the bid of the firm will be rejected.
- f. The two envelopes containing copies of Technical Proposal and Financial Proposal should be put in another single sealed envelope clearly marked << RFP Reference Number >> and the wordings "DO NOT OPEN BEFORE" <<Date and Time as mentioned in the Document Control Sheet >>.
- g. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".
- h. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- i. The original proposal/bid shall be signed with blue ink pen. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or

persons) who sign(s) the proposals.

- j. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- k. In case of any discrepancy observed by CEO in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- l. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by CEO in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

4.20 Process for Selection of Bidder

Invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in this RFP Document. Subject to terms mentioned in the tender, a three-stage process, as explained below, will be adopted for evaluation of proposals submitted by the specified date and time. Evaluation Committee may, at its discretion, call for additional information from the Bidder(s) at any stage of evaluation. Such information has to be supplied within the set out time frame, otherwise Evaluation Committee is at discretion to reject/ accept/ extend the date for receiving such information. Seeking clarifications cannot be treated as acceptance of the proposal. Evaluation committee may waive any minor informality, non-conformity or irregularity in bid which does not constitute material deviation.

a) Pre Bid Qualification

- i) **Preliminary Scrutiny:** Preliminary scrutiny of the bid for eligibility will be done to determine whether:
 - a.) The bids are in order and complete
 - b.) The documents have been properly signed
 - c.) Any computational errors have been made.
 - d.) Proposal conforming details as per **Appendix 3**

The Proposal not confirming aforesaid preliminary requirements are subject for being rejected and EMD may be forfeited.

b) Technical Bids

- i) Technical bids would be opened for only those Bidders who qualify the Pre-qualification evaluation.
- ii) Technical bid would be examined by the Tender Committee on the basis of compliance to specifications.
- iii) Technical bid evaluation would be done by considering the technical specifications, technical deviations and certifications submitted by Bidders. Technical specifications as mentioned in **Technical Scoring Model** are mandatory and have to be adhered to by the Bidders.
- iv) Tender committee would evaluate the technical deviations and the committee will propose the competent authority for rejecting the bid.
- v) Only those Bidders shall qualify technical bid who strictly comply with all the technical Scoring Model or deviations are accepted by Tender committee or Bidder is willing to withdraw all the deviations as recommended by Tender committee.
- vi) Bidders have to show a presentation / demonstration of the proposed solution.

c) Financial Bids

- i) Financial bids would be opened for only those Bidders who qualify the technical bid.
- ii) The Prices quoted shall be in INDIAN RUPEES (INR) only. The tender is liable for rejection if the Price Bid contains conditional offers.
- iii) Financial bids would be examined by the Tender Committee
- iv) The Bidder shall indicate Centre wise rate and total cost price.
- v) L1 will be declared on the total cost basis of all the centers.
- vi) The price quoted by the Bidder shall include cost and expenses on all counts viz. maintenance of equipment, materials, tools, techniques, methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & out-station expenses and any other cost involved in the delivery of services.
- vii) If any new taxes are levied by Government or tax rates are revised, which become payable for payment by Government during the period of execution than that will be additionally paid so that there is no dispute regarding payment arising due to any Government decision.

- viii) Prices quoted by Bidder shall be fixed during Bidder's performance of the contract. A bid submitted with adjustable price quotation shall be treated as non-responsive and hence will be rejected.
- ix) If there is discrepancy in the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. Moreover, if there is any discrepancy between words and figures, the amount in words will prevail.
- x) If the Bidder does not accept the correction of error(s) as specified above, its bid will be rejected. Moreover, any conditional bid would be rejected; in both cases EMD will also be forfeited.
- xi) Least cost financial proposal will be designated as L1. In case, there are two or more Bidders having the same 'L1' price in the financial bid then those Bidders having same L1 will be asked to re-submit financial bid in sealed envelope within specified time period, which shall be communicated to Bidders.
- xii) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids
- d) Selected Bidder will be awarded the contract on the basis of technical compliance & financial bids. The selected Bidder would be required to undertake the assignments as mentioned in the '**Scope of Work.**'

4.21 Technical Scoring Model

Bidders who meet the following mentioned criteria can bid for the project. Technical Bidders will either get the assigned mark on fulfilling a criteria or will get zero (no mark) if a criteria is not met.

Sr. No.	Criteria	Marks
1.	Detailed Technical Proposal with elaborative understanding of the requirement in RFP (10 marks) and has to present the proposed solution (10 marks) (for not more than 15 minutes)	30
2.	The Bidder should have successfully handled the BPO services for State or Centre Government of India.	10
3.	The Bidder should have minimum three years' experience of handling the BPO services	10

Bidders, whose bids are responsive, who score at least 70% in the defined technical scoring mechanism would be considered technically qualified. Financial Bid of such technically qualified Bidders alone shall further be opened.

4.22 Issue Management

a) General

Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between CEO and Bidder. Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.

b) Issue Management Procedures

- i. Either CEO or Bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- ii. The CEO and the Bidder will determine which committee or executive level should logically be involved in resolution.
- iii. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- iv. The CEO and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem

at hand. The Bidder will then communicate the resolution to all interested parties.

- v. In case the issue is still unresolved, the arbitration procedures described in the Contract will be applicable.

4.23 SLA Change Process

The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be proposed by either party. The Bidder can initiate an SLA review with the CEO. Normally, the forum for negotiating SLA changes will be CEO's quarterly meetings. Unresolved issues will be addressed using the issue management process. The Bidder shall maintain and distribute current copies of the SLA document as directed by CEO. Additional copies of the current SLA will be made available at all times to authorized parties.

4.24 Escalation Procedure

Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame. Either CEO or Bidder can initiate the procedure. The “moving party” should promptly notify the other party that management escalation will be initiated. Management escalation will be defined as shown in the contact map below. Escalation will be one level at a time and concurrently.

i. Contact Map

Escalation Level	Bidder* Representative with contact Details
Level 1: Project Manager	
Level 2: Project Director	
Level 3: Chief Executive Officer	
Level 4: Steering Committee	

4.25 Deliverables

The following deliverables are to be delivered to the SNO, DNO on DVD/HDD being a Government property :-

- a) Backup of all Call Recordings on CD/DVD or any other commonly used storage media on Monthly basis.
- b) Reports on Daily, weekly & Monthly basis regarding monitoring of services

- c) Training material & Documentation to be used for training CCAs in English & Punjabi

4.26 Penalty Clause

- a) Required services should be provided by the Bidder within a week of issuance of work order, in case of failure the penalty will be charges @2% per day of total cost of that Voter Helpline Center quoted by the Bidder.
- b) Absence of CCA from the SVH, DVH during his/ her working hours except health break (30 minutes per shift) then penalty will be charged to the agency @ Rs 10 per minute.
- c) If the call abandoned is more that 10% then penalty will be charged @ 1% will be charged of per day of total cost of that Voter Helpline Center quoted by the Bidder.

4.27 Payment Terms & Schedule

Payment will be done on monthly basis on submitting the bills including levied Taxes after deducting the penalty, If any.

SECTION-5 (SCOPE OF WORK)

5. Scope of Work for call taking with 100% punching of IFSC

A. Broad Scope of Work

1. The short code 1950 should become the 'first point of call' for all citizens looking for help in reference to electoral services with 100% punching.
2. Voter helpline will provide Information, Feedback, Suggestion and Complaints to all citizens regarding all aspects of elections with punching.
3. It is important that not only SCC/ SVH and DCC/ DVH should start working in full efficiency, but also the quality of call response at SCC/SVH, DCC/ DVH and handling, punching of IFSC on NGSP of very high standards.
4. The daily IFSC (Information, Feedback, Suggestion, Complaint) punching reports should be submitted to the State Contact/ Data Contact Officers.
5. No case should be kept pending beyond the permissible timeline, if found then coordinate immediately with concerned officer for ensuring disposal.
6. The Agency will be bound to implement the guidelines regarding Voter Helpline- 1950 issued by the Commission from time to time.

B. Detailed Scope of work and Standard Operating Procedure (SOP) for handling Voter Helpline at State and District Level.

1. Call Centre

- a) The 'first point of call' for all citizens will be short code 1950 for all DCC/ DVH.
- b) 1800-XXX-1950 for SCC/ SVH.
- c) Handling and punching of all calls, emails and physical complaints.
- d) Information, Feedback, Suggestions and Complaints (IFSC) with punching on NGSP

2. National Grievance Services Portal (NGSP)

- a) Single Source of logging every call
- b) Auto Escalation Defined ERO -> DEO -> CEO
- c) Call agents/ ERO / DEO / CEO officials account created to handle all complaints.
- d) Complete Integration of NVSP and ERONET to find the status

3. Manpower

- a) DC nominates District Contact Officer (DCO) at District Level.
- b) Support Manpower: The sizing and placement of CCA at SCC/ SVH and DCC/ DVH should be in consultancy with CEO.
 - i. As per industry standards, one CCA can take approximately 85 calls a day with punching.
 - ii. To arrive at the reasonable call traffic estimate, the total number of electors in the District should also be kept in mind.
 - iii. Minimum 7 days training must be provided to each CCA.
 - iv. The CCA to be deployed SCC/ SVH, DCC/ DVH for Voter Helpline-1950 should be well qualified and adept to the working of BPO services. The CCA should be should ne graduate and fluent in speaking in English, Punjabi & Hindi and good typing speed in English and Punjabi.

4. ICT infrastructure

- a) Functional fixed telephone line with outgoing facility.
- b) ICT Infrastructure to handle and punching on NGSP having desktop computer with Scanner & Printer which can access the NGSP portal through web browser and internet connectivity Minimum 1mbps.
- c) Each District should have provision of short code 1950 toll-free facility at all DCC/ DVH.
- d) Each DCC/ DVH should have call recording facility for 90 days minimum.

4. Operations:

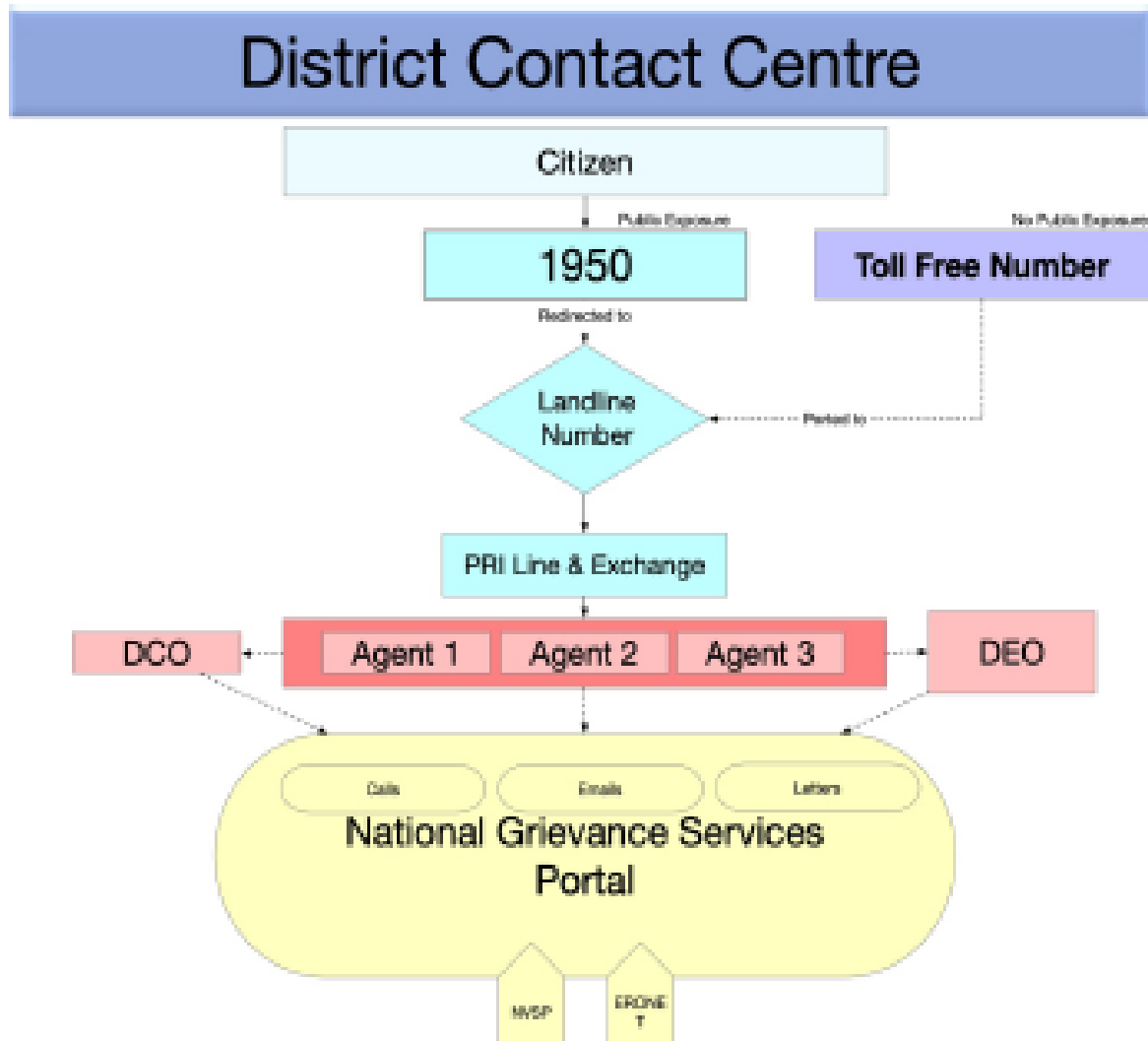
- a) The SCC/ SVH and DCC/ DVH shall operate on all working days of the District from 9 AM to 9 PM during non-election period.
- b) During Election period (from date of announcement of elections till the date of completion of election process) and Electoral Summary Revision period (for three months) shall operate 24 * 7.
- c) Waiting period shouldn't be more than 30 seconds. Voice prompt system shall be activated after 30 seconds.
- d) Call back to the caller by the CCA in case of missed and dropped calls.
- e) The call abandon percentage should be less than 10% (Calls which cannot be answered)

- f) Information, Feedback, Suggestion and Complaints (IFSC) should all be taken and punched at SCC/SVH, DCC/ DVH.
- g) All calls should be punched at NGSP with phone number, name and other relevant details
- h) If the matter pertains to complaint, the DCC/ DVH will give the complaint ID over phone to the citizen. If the mobile number of the complainant is registered, the NGSP will auto-send the SMS also For Quality monitoring and Assurance- 1% of the total calls received at DCC/ DVH & cases received / disposed / escalated at NGSP or maximum 50 calls per week will be monitored and submit the report to DCO/ SCO every week and as directed by the CEO.
- i) The CEO, DEO shall have call barging facility.
- j) The SCC/ SVH will monitor the operations of DCC/DVH and IFSC punched at NGSP for quality.
- k) 1% of the total calls received and punched at SCC/SVH, DCC/DVH & cases received / disposed / escalated at NGSP or maximum 50 calls per week will be monitored by the State Nodal Officer/ Team leader appointed by the agency every week and as directed by the CEO.
- l) The agency should prescribe the USL with the consent of CEO for SCC/ SVH and DCC/ DVH with strong penalties.
- m) Each SCC/ SVH & DCC/SVH should have CCTV recording and monitored by SNO and DNO respectively.
- n) NCC will also monitor the operations of SCC/ SVH and DCC/ DVH. NCC shall monitor quality of the case disposal at NGSP, SCC/ SVH and DCC/DVH call center performance based on average handling time, call punching, call drops, call threshold and call quality. The NCC shall give the report to SNO for improvement and corrections. The shall be implemented by the Agency.
- o) Monitoring of all DCC/ DVH though Centralized Control Room at SCC/ SVH by SNO and Team Leader placed by the agency.
- p) Two Team Leader (One per Shift) with minimum qualification MCA / B.Tech (IT) with minimum One year experience as Team Leader in handling BPO services, will be placed in the CEO office by the agency who will discharge duties as directed by CEO.
- q) Monitoring of all DCC/ DVH though Centralized Control Room at SCC/ SVH by SNO and Team Leader placed by the agency.

- r) All Monitoring procedures will be prescribed by the CEO from time to time which must be complied by the Agency.
- s) CCA shall be well trained in the call center etiquettes/ ethics/ behavior.
- t) CCA should have a Uniform and Badges and well-kept attire.
- u) The CCA to be deployed SCC/ SVH, DCC/ DVH for Voter Helpline-1950 should be well qualified and adept to the working of BPO services. The CCA should be should ne graduate and fluent in speaking in English, Punjabi & Hindi and good typing speed in English and Punjabi.

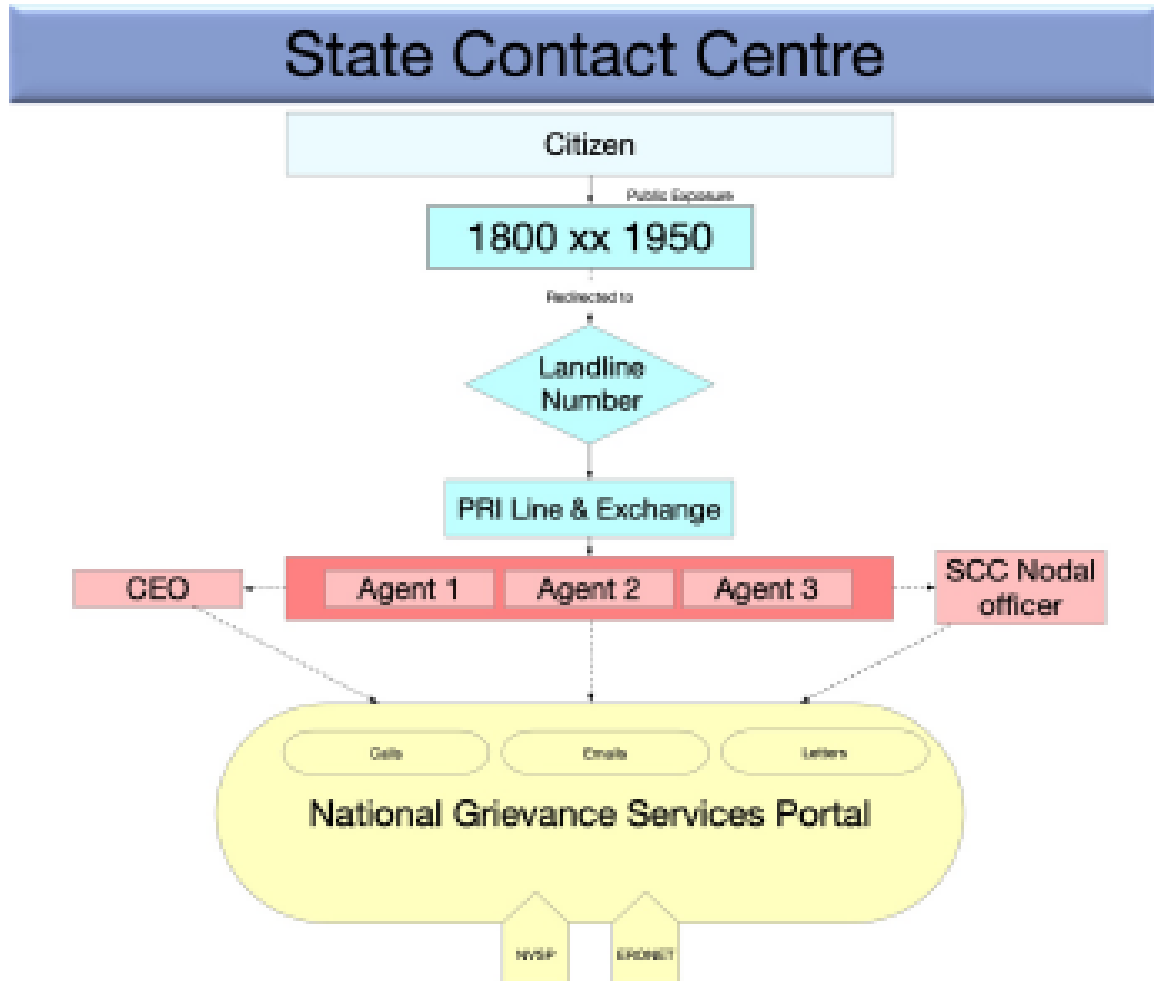
District Contact Centre / District Voter Helpline

Technical Architecture for District Contact Centre

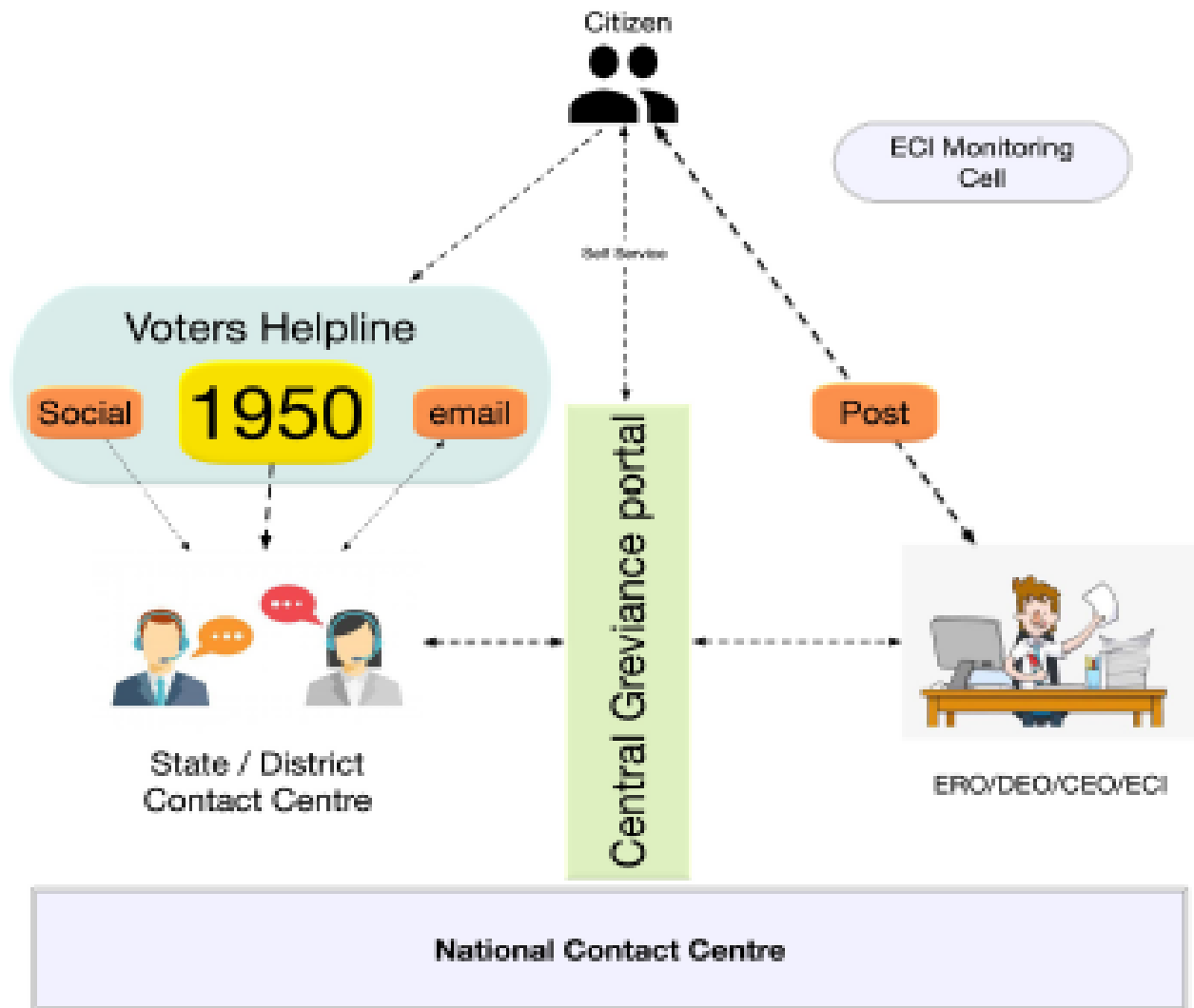


State Contact Centre / State Voter Helpline

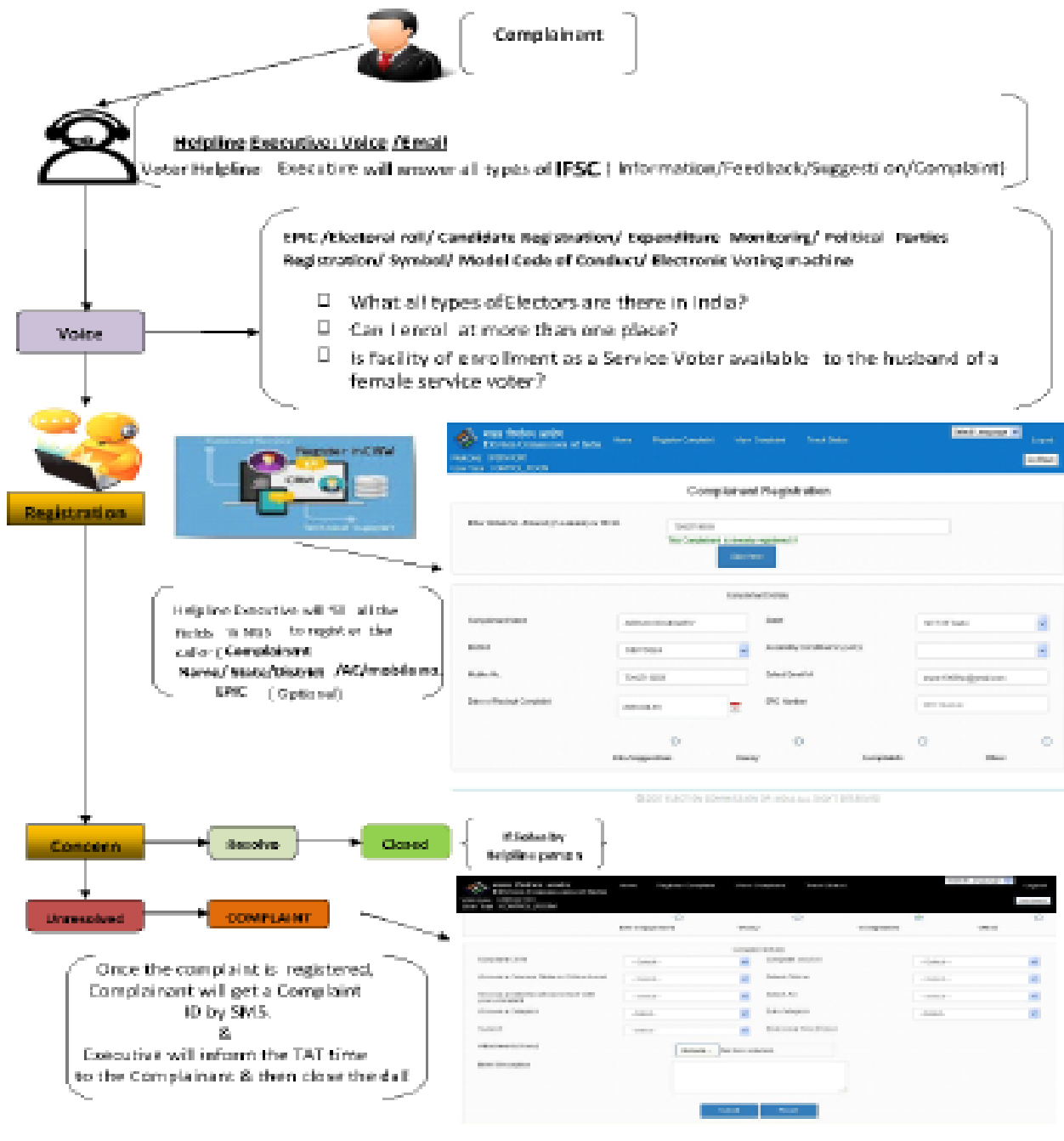
Technical Architecture for State Contact Centre



Call Handling Mechanism



Voter Helpline : Process Flow



SECTION-6 (ROLE OF AGENCY)

6. Role of Agency

- Agency will arrange CCA for attending and punching the call received on 1800-XXX-1950 for SCC/ SVH at CEO office Punjab at Chandigarh.
- Agency will arrange CCA for attending and punching the call received on 1950 at each DCC/ DVH.
- CCA will also handle and punch all IFSC received through emails and physical complaints or any other mode.
- Call center agents will punch all the IFSC received on 1950 or received through emails and physical complaints or any other mode on NGSP.
- All calls should be punched at NGSP with phone number, name and other relevant details of the caller.
- Agency will ensure that login accounts of all the CCAs have been created on the NGSP for punching the IFSC. In case, any CCA is changed then new login account should be created immediately and existing login should be closed.
- CCA will give and punch information, status to elector, citizen from NVSP & ERONET and any other portal launched by ECI in respect of all aspects of electoral process.
- Support Manpower: The sizing and placement of CCA at SCC/ SVH and DCC/ DVH should be in consultancy with CEO.
 - As per industry standards, one CCA can take approximately 85 calls a day with punching.
 - To arrive at the reasonable call traffic estimate, the total number of electors in the District should also be kept in mind.
 - Minimum 7 days training must be provided to each CCA and Agency should ensure that CCA is well versed with all the topics related to Elections.
 - CCA shall be well trained in the call center etiquettes/ ethics/ behavior.
 - CCA should have a Uniform and Badges and well-kept attire.
 - The CCA to be deployed SCC/ SVH, DCC/ DVH for Voter Helpline-1950 should be well qualified and adept to the working of BPO services. The CCA should be should ne graduate and fluent in

speaking in English, Punjabi & Hindi and good typing speed in English and Punjabi.

- ICT Infrastructure having desktop computer, Scanner, Printer and Call Recording equipment provided to the agency will be kept in working condition. Agency will ensure the maintenance of ICT infrastructure.
- Agency will ensure that recording of all the calls is being done and will retain the backup of call records for minimum 90 days.
- The SCC/ SVH and DCC/ DVH shall operate on:
 - All working days of the District from 9 AM to 9 PM during non-election period.
 - During Election period (from date of announcement of elections till the date of completion of election process) and Electoral Summary Revision period (for three months) SCC/ SVH and DCC/ DVH shall operate 24 * 7.
- Waiting period shouldn't be more than 30 seconds. Voice prompt system shall be activated after 30 seconds.
- Call back to the caller by the CCA in case of missed and dropped calls.
- The call abandon percentage should be less than 10% (Calls which cannot be answered)
- CCA will give the complaint ID over phone to the citizen. If the mobile number of the complainant is registered, the NGSP will auto-send the SMS.
- Agency will ensure the quality monitoring of the CCA and Assurance- 1% of the total calls received at SCC/ SVH & DCC/ SVH for the cases received / disposed / escalated at NGSP or maximum 50 calls per week will be monitored and submit the report to DCO/ SCO every week and as directed by the CEO.
- The Agency will monitor the operations of SCC/ SVH & DCC/ DVH and cases registered at NGSP for quality and will be submit the report every week.
- Agency should prescribe the USL with the consent of CEO for SCC/ SVH and DCC/ DVH.
- Agency will implement the recommendation given by the Commission for improvement and corrections.
- Information, Feedback, Suggestion and Complaints (IFSC) should all be taken and punched at SCC/SVH, DCC/ DVH.
- All calls should be punched at NGSP with phone number, name and other relevant details
- If the matter pertains to complaint, the DCC will give the complaint ID over phone to the citizen. If the mobile number of the complainant is registered, the NGSP will auto-send the SMS also For Quality monitoring and Assurance- 1%

of the total calls received at DCC & cases received / disposed / escalated at NGSP or maximum 50 calls per week will be monitored and submit the report to DCO/ SCO every week and as directed by the CEO.

- The CEO, DEO shall have call barging facility.
- The SCC/ SVH will monitor the operations of DCC/DVH and IFSC punched at NGSP for quality.
- 1% of the total calls received and punched at DCC & cases received / disposed / escalated at NGSP or maximum 50 calls per week will be monitored by the State Nodal Officer/ Team leader appointed by the agency every week.
- The agency should prescribe the USL with the consent of CEO for SCC/ SVH and DCC/ DVH with strong penalties.
- Each SCC/ SVH & DCC/SVH should have CCTV recording and monitored by SNO and DNO respectively.
- NCC will also monitor the operations of SCC/ SVH and DCC/ DVH. NCC shall monitor quality of the case disposal at NGSP, SCC/ SVH and DCC/DVH call center performance based on average handling time, call punching, call drops, call threshold and call quality. The NCC shall give the report to SNO for improvement and corrections. The shall be implemented by the Agency.
- Two Team Leader (One per Shift) with minimum qualification MCA / B.Tech (IT) with minimum One year experience as Team Leader in handling BPO services, will be placed in the CEO office by the agency who will discharge duties as directed by CEO.
- Monitoring of all DCC/ DVH though Centralized Control Room at SCC/ SVH by SNO and Team Leader placed by the agency.
- All Monitoring procedures will be prescribed by the CEO from time to time which must be complied by the Agency.
- CCA shall be well trained in the call center etiquettes/ ethics/ behavior.
- CCA should have a Uniform and Badges and well-kept attire.
- CCA should be fluent in speaking in English, Hindi & Punjabi and typing in English and Punjabi.
- Mapping of Mobile towers with 1950 within the district will also be monitored by the agency. In case any call does not land within the district the same should be intimated to the SNO, DNO with latest updates.
- The Agency will be bound to implement the guidelines regarding Voter Helpline-1950 issued by the Commission from time to time.

SECTION 7- (ROLE OF CEO & DEOS OFFICE)

The CEO & DEO offices will ensure the availability of following infrastructure in the SCC/SVH, DCC/ DVH:

- a. The functional fixed telephone line with outgoing facility.
- b. Each District should have short code 1950 ported to the landline number, and the toll-free facility should be taken on this landline number. However, only 1950 should be exposed to public and not the toll-free number.
- c. The ICT Infrastructure to handle NGSP having desktop computer, Scanner, Printer, Call recording equipment and internet connectivity with minimum 1mbps is available in the SCC/ SVH and DCC/ DVH.
- d. Each SCC/ SVH and DCC/ DVH are having call recording facility and should retain the call records for minimum 90 days.
- e. Call barging facility should be available for CEO, DEO.
- f. Placement of State Contact Officer (SCO) /District Contact Officer (DCO) who will coordinate with agency for smooth functioning of SCC/SVH, DCC/ DVH.
- g. The SCO/ DCO will ensure that DCC/ DVH are operational on:
 - i. All working days of the District from 9 AM to 9 PM during non-election period.
 - ii. During Election period (from date of announcement of elections till the date of completion of election process) and Electoral Summary Revision period (for three months) will be operational 24 * 7.
- h. The performance reports are been submitted by the Agency in time or not.
- i. Monitoring of Call barging and Call recording.
- j. Mapping of Mobile towers with 1950 within the district

APPENDIX-1 (BID SHEET)

Bidder's Bid Reference No. & Date:	
Bidder's Name & Address:	
Person to be contacted:	
Designation:	
Telephone No.:	
email ID:	
Fax No.:	

To

The Chief Electoral Officer, Punjab,
SCO 29-32, Sector 17-E
Chandigarh

Sir/Madam,

Sub: Undertaking for participating in Tender for BPO services for Voter Helpline-1950

Ref: Tender No. ELEC-2019/ACT-

Date: dd/mm/yyyy

I/We _____ have gone through the Terms and Conditions, Scope of Work and will abide by them as laid down in the Tender Documents, Technical bid and Price Bid.

I/We _____ hereby confirm that our Company was not blacklisted by any State Governments/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/PBG was not forfeited by any State Governments / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I\We _____ hereby declare that all the particulars furnished by us in this tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal actions that may arise due to the above.

I/We _____ certify that we are liable and responsible for any disputes arising out of the Intellectual Property Rights.

In case of violation of any of the conditions above,

I/We _____ understand that I/We are liable to be blacklisted.

Yours faithfully

for _____

Name, Signature

Designation

Seal

Note:

Declaration in the company's letter head should be submitted as per the format given above

If the bidding firm has been blacklisted by any State Governments/ Central Government/ Public Sector Undertakings earlier before 3 years, then the details should be provided.

APPENDIX-2 (CHECK LIST FOR ENCLOSURES)

Sr. No.	Documents to be Submitted	Yes or No
1.	Tender Fee & EMD payment receipt	
2.	Letter of Authorization /Power of Attorney for signing the Tender document	
3.	Bid Sheet	
4.	Eligibility Criteria	
i.	The Bidder should be having valid & legal registration. Bidder should be in the BPO services for 3 Years as on 31/12/2018.	
ii.	Past Experience Copy of Work orders and Completion Certificate received from the Customers.	
iii.	Bidder should have minimum cumulative Turnover of Rs. 1.00 Crore for last 3 financial years 2015-16, 2016-17 & 2017-18. <i>Copies of audited Balance sheet and Certificates from Chartered Accountant for the last 3 Financial Years (2015-16, 2016-17 & 2017-18) as a Proof for turnover.</i>	
iv.	Self-declaration certificate for black listing	
v.	Documents related to their best 2 projects of last 3 years.	
vi.	Address details and site office in Chandigarh / Punjab	

APPENDIX-3 (PROFILE OF THE BIDDER)

(Pre-Qualification Section)

1.	Name of the Company	
2.	Year of incorporation	
3.	Nature of the Company (Registered Company or Partnership or Proprietary)	
4.	Registered Office Address	
	Office Telephone Number	
	Fax Number	
	Contact Person Name	
	Contact person Mobile No.	
	Email Address	
5.	Registration Details	
	Permanent Account Number	
	VAT Registration Number	
	GST Registration Number	
	Service Tax Registration Number	

APPENDIX-4 (SPECIAL POWER OF ATTORNEY)

Know all me by these presents that we <<name of company>> incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) (Hereinafter called the "Company") DOTH hereby nominate, constitute and appoint <<name of person in whose favour authority is being made under the attorney >>, <<Designation of the person>>, s/d/o <<father's name of the person>>, to be true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To appear for and represent the Company to all intents and purposes in connection with the matters pertaining to signing and submission of tender (No ELEC-2019/ACT-) for selection of Service Provider for <<project name>> and all affairs ancillary or incidental thereto.
2. AND the Company hereby agree that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself on the above matter and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

In witness whereof <<name of person authorized to execute the attorney on behalf of Company>>, <<Designation of the person>> of the Company acting for and on behalf of the Company under the authority conferred by the <<reference of body/ notification/ authority orders like Board of Directors of the Company>> in its <<reference/ number/ meeting held on>> dated <<date of reference>> has signed this Power of Attorney at <<place>> on this day of <<day>> <<month>>, <<year>>.

The signatures of <<name of person in whose favour authority is being made under the attorney >> given below are hereby certified.

<<Signature, name & designation of person executing attorney and name of company>>

WITNESS:

<<Signature, name & designation of person witness to this attorney>>

<<Signature & name of the person in whose favour authority is being made under the attorney >>

CERTIFIED:

<<Signature, name & designation of person executing attorney and name of company>>

**APPENDIX-5 (DECLARATION LETTER ON NON BLACKLISTED
COMPANY/FIRM)**

(To be filled, Signed - Pre-Qualification Section)

[Bidders are required to submit the Declaration letter as given here on their letterhead]

To

The Chief Electoral Officer, Punjab
SCO 29-32, Sector 17-E,
Chandigarh

Sub: Declaration for not being ineligible due to corrupt or fraudulent practices or blacklisted by any Government or Public Sector Units in India.

Dear Sir,

We, the undersigned, hereby declare that:

We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions/Banks/PSUs in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Designation

Seal

Date:

Place:

APPENDIX-6 (COMPLIANCE SHEET FOR TECHNICAL PROPOSAL)

The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal

S. No.	Criteria	Supporting*	Provided	Reference Page Number
1.	Covering Letter for Technical Proposal			
2.	Work experience with any Indian Government departments / Indian PSUs / Banks in the last 3 years	Filled Project Citation and Purchase / Work		

APPENDIX-7 (LETTER OF PROPOSAL)

To:

<Location, Date>
The Chief Electoral Officer, Punjab,
SCO 29-32, Sector 17-E,
Chandigarh- 160017

Subject: Submission of the Technical bid for <Name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide BPO services for <Name of the engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Document Control Sheet. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and* _____
initials]:

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____

Date : _____

APPENDIX-8 (PROJECT CITATION FORMAT)

Relevant Software Development project experience	
General Information	
Name of the project	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date , extensions if any with reasons and current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

APPENDIX-9 (FINANCIAL PROPOSAL TEMPLATE)

Form to be used in Financial Proposal

Form 1: Financial Proposal

To:

<Location, Date>
The Chief Electoral Officer,
SCO 29-32,
Sector 17-E,
Chandigarh- 160017

Subject: Submission of the Financial bid for <Provide Name of the Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the BPO Services for Voter Helpline-1950 <<Title of Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our attached financial quote is for the sum of <<Amount in words and figures>> per Customer Service Agent. This amount is inclusive of all taxes & levies tax.

Sr. No.	Tasks	Duration of Operation	No. Of Centers	No. of operational telephone Line	Rate per Center	Applicable Taxes, if any	Total Cost Inclusive Taxes (d*f+g)
a	b	c	d	e	f	g	h
1.	Rates for BPO services for SCC/ SVH (During Non-Election Period)	9 AM to 9 PM on all working days	1	4			
2.	Rates for BPO services for SCC/ SVH (During Election Period and	24 * 7	1	10			

	Summary Revision Period)						
3.	Rates for BPO services for DCC/ DVH (During Non-Election Period)	9 AM to 9 PM on all working days	22	1			
4.	Rates for BPO services for DCC / DVH (During Election Period and Summary Revision Period)	24 * 7	22	1			
Total Cost							

1. PRICE AND VALIDITY

- a) All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.
- b) We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- c) We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. TENDER PRICING

We further confirm that the prices stated in our Financial bid are in accordance with your Instruction to Bidders included in Tender documents.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in the <Appendix 10> of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive. We declare that all the services shall be performed strictly in accordance with the Tender documents. We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief. We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address

APPENDIX-10 (PERFORMANCE BANK GUARANTEE)

(To be submitted within 7 days after Letter of Intent)

Note:- PBGs need to be submitted in the desired format:

- a.) 10% of total project cost valid from the date of signing of Contract.

Chief Electoral Officer, Punjab
SCO 29-32, Sector 17-E,
Chandigarh

This deed of Bank Guarantee made this <<day>> day of <<month>> <<year>> by <<Name of Bank>> having its office at <<office address of the Bank>>, hereinafter referred to as “**The Bank**” which expression shall include their successors, in favor of Chief Electoral Officer, Punjab situated at SCO-29-32, Sector 17-E, Chandigarh – 160017 (hereinafter referred to as “The Department” which expression shall include their successors).

2. Whereas the Department has issued notification no. <<Notification no.>> dated <<date of notification>> to M/s <<Name of the Company>> a company incorporated in India under the Companies Act, 1956 and having its registered office at <<registered office address>> (India) and place of business at <<business address of company>> hereinafter referred to as “**The Company**” (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) for Selection as Service Provider <<project name>>.
3. In consideration the Department selecting the Company as Service Provider to <<project name>> as per the terms and conditions of the Agreement entered into between the Department and the Company, we the Bank, hereby irrevocably and unconditionally guarantee to pay the Department on first demand without demur any sum up to Rs <<amount>> (Rupees <<in words>>) merely on claim or demand by telex and/ or writing by the Department by reason of breach by the Company of any of the terms or conditions contained in the said Agreement or by reason of the Company’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

4. We, the Bank, undertake to pay to the Department any money so demanded notwithstanding any dispute(s) raised by the Company in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.
5. The Bank's liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance of neglect on the part of the Department or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between the Department and the Company.
6. The guarantee shall remain in all force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Department under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or up to 31.08.2017 in case of PBG mentioned in point (a) above from the date of its execution i.e. up to <<day>> day of <<month>> <<year>> , or the Department certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Company and accordingly discharges this guarantee
7. We, the Bank, further agree with the Department that the Department shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Company from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the Company and to forbear or enforce any terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Company or for any forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Company or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
8. The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Company.
9. NOTWITHSTANDING anything contained herein,

- a. Our liability under this Bank Guarantee is restricted to Rs <<amount>> (Rupees <<in words>>),
- b. This Bank Guarantee shall be valid up to dd.mm.yyyy inclusive of the claim period, and
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Department serve upon us a written claim or demand on or before dd.mm.yyyy.

10. We, the Bank, undertake not to revoke this Bank Guarantee during its currency except with the previous written consent of the Department in writing and the guarantee shall be continuous and irrevocable up to the sum stated hereinabove.

Place

Date

(Signature of Authorized signatory & Stamp of Bank)

APPENDIX-11 (CONTRACT AGREEMENT)

(To be executed on a Rs. 100/- Non-Judicial Stamp Paper bought in Chandigarh by the Service Provider for the Tender for BPO services of Voter Helpline-1950 (NO FIGURES INNUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER).

This Contract entered into this _____ day of _____ 2019 at Chandigarh between The Chief Electoral Officer, Punjab, Chandigarh-160017, being the service recipient hereinafter referred to as the **Department**, (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and M/s. _____ hereinafter referred to as the **'Company'** (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas the Department and the Company, in pursuance thereof have arrived at the following terms and conditions:

1) Department is desirous of selection of BPO agency for running the Voter Helpline Centers- 1950 at State level as well as District Level. For this purpose, it has floated Request for Proposal (No. ELEC-2019/ACT-) for selecting suitable Agency.

This Contract shall remain in force for the period of One year from the date of signing of Contract.

The Company agrees to complete the deliverables specified in the Tender within the stipulated period prescribed by the Department at the cost agreed upon between the Successful Bidder and the Department.

- a) The Company agrees to provide the BPO services and maintenance of ICT infrastructure as specified in the Tender within the stipulated period prescribed at the cost given in **Financial Bid**. This cost is firm and not subject to enhancement.
- b) The Company having represented to Department that it has the required professional skills, and personnel and technical resources, has agreed to services on the terms and conditions set forth in this Contract;
- c) The Request for Proposal (RFP) and its Corrigendum(s) issued in this regard will be a part of this agreement and all the conditions envisaged in RFP will be applicable in *suo motto*.

d) **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- ii) The following documents in relation with Request for Proposal issued for selection of vendor shall be deemed to form and be read and construed as part of this Agreement viz.:
 - Invitation for Bids
 - Instructions to Bidders (ITB)
 - General Contract Conditions (GCC)
 - Scope of Work (SOW)
 - Role of Agency
 - All Annexure, amendments, supplements, corrigendum or clarifications thereto
 - Award of Contract.
- iii) The contract shall begin from the date of signing of the contract, as and when the Project would be assigned to the Agency.
- iv) The mutual rights and obligations of the Department and the Agency shall be as set forth in the Contract, in particular:
 - a) the Agency shall carry out the services in accordance with the provisions of the Contracts;
 - b) the Agency shall provide services in conformance to terms and conditions laid out in RFP and strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work; and
 - c) Department shall make payments to the Company in accordance with the provisions of the Contract.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of Successful Bidder	For and on behalf of Department
1) Witness	
2) Witness	