



GUJARAT ENERGY

SECTION V:
SPECIAL TERMS OF CONTRACT (STC) – COMMERCIAL

**Hiring of Omni Channel Cloud Telephony Customer Contact Centre Solution on
SaaS / Subscription Model for Gujarat Energy Limited**

e-TENDER ID – 349985

PART I – SPECIAL TERMS OF CONTRACT (COMMERCIAL)

1. GENERAL

- 1.1 The Special Terms of CONTRACT (STC) shall be read in conjunction with the General Terms of CONTRACT (GTC), the Technical Specification and Scope of Work (Section II), the Schedule of Rates (SOR) and any other documents forming part of this CONTRACT, wherever the context so requires.
- 1.2 Where any portion of the GTC is repugnant to or at variance with any provision of the STC, the provision(s) of the latter, unless a different intention appears, shall be deemed to override the provision(s) of the GTC. This shall be only to the extent that such repugnancy or variation in the STC is not possible of being reconciled with the provisions of the GTC.
- 1.3 In this STC, “OWNER” / “BUYER” means Gujarat Energy Limited (GEL) and “CONTRACTOR” / “SELLER” means the successful Bidder / Vendor / Service Provider. “SOLUTION” means the complete Omni Channel Cloud Telephony Customer Contact Centre Solution — web application / portal, database, middleware, APIs, IVRS, cloud hosting, DR setup and all associated services — delivered on a SaaS / subscription basis under this CONTRACT.
- 1.4 “PO Date” means the date of issue of the technically and commercially approved Purchase Order / Work Order. “Go-Live” means the date on which the SOLUTION is released to the production environment and accepted in writing by GEL’s In-charge, Customer Contact Centre, after UAT sign-off, for the respective deployment stage.

2. OWNER’S REPRESENTATIVE

- 2.1 OWNER’s REPRESENTATIVE / Engineer-in-Charge for this CONTRACT shall be communicated at the time of award of CONTRACT.
- 2.2 All deliverables, milestones, performance reports, UAT sign-offs and change requests under this CONTRACT shall be approved by the Engineer-in-Charge or the In-charge, Customer Contact Centre, GEL, as applicable.

3. CONTRACT PERIOD AND RATE VALIDITY

- 3.1 The CONTRACT period shall be **three (3) years of subscription services**, reckoned from the date of Go-Live of deployment DEP-01, together with the preceding deployment and implementation period.
- 3.2 GEL reserves the right to extend the CONTRACT by a further period of up to **two (2) years** (taking the total duration to five years), in one or more extensions, on the same rates, terms and conditions. The CONTRACTOR shall not refuse such extension.
- 3.3 RATES quoted for all SOR line items — subscription / SaaS charges, one-time deployment, integration and implementation charges, network connectivity charges, enhancement / change request man-day rates, onsite technical support person charges and additional agent charges — shall remain **firm and fixed for the entire CONTRACT period, including the extended period**. No price variation or escalation of any kind shall be payable, save as expressly provided in the GTC for statutory variation in taxes and duties.
- 3.4 Rates for the optional SOR items shall remain valid and operable throughout the CONTRACT period, and shall be invoked by GEL at its sole discretion on an actual-utilisation basis, with one (1) month’s prior written notice to the CONTRACTOR.

4. PLACE OF SERVICE DELIVERY

- 4.1 The SOLUTION shall be delivered to and operated from GEL’s Customer Contact Centre at **9th Floor, Avdesh House, Opposite Gurudwara, S.G. Highway, Bodakdev, Ahmedabad – 380054**, and shall

serve GEL's operations across 44 districts in the States of Gujarat, Maharashtra, Rajasthan, Haryana, Punjab and Madhya Pradesh and the Union Territory of Dadra & Nagar Haveli.

- 4.2 The SOLUTION shall be hosted on a **MeitY-empanelled data centre located within India**, in a Virtual Private Cloud with redundant backup and storage, together with a Disaster Recovery setup at an alternate cloud site. Where the CONTRACTOR hosts the SOLUTION in its own infrastructure, that facility shall be located within India and certified to Uptime Institute Tier III or higher, ISO 27001 and SOC 2 Type II.
- 4.3 All GEL data shall reside within the territorial boundaries of India at all times during the CONTRACT period and any extension. The CONTRACTOR shall maintain the above certifications and empanelment for the full CONTRACT duration; loss of any such certification or empanelment shall require immediate migration to a compliant facility at the CONTRACTOR's cost, with no disruption to GEL's operations and no additional charge to GEL.
- 4.4 Dedicated Internet (1:1) connectivity between the cloud hosting facility and GEL's Customer Contact Centre, including the edge device, shall be provided as a managed service by the CONTRACTOR, with redundant last-mile connectivity from two different ISPs of 20 Mbps each, and a separate 10 Mbps link for the DR setup.

5. WARRANTY AND PERFORMANCE GUARANTEE OF THE SOLUTION

- 5.1 The CONTRACTOR warrants that the SOLUTION shall, throughout the CONTRACT period, perform in accordance with the Scope of Work, the technical specifications and the service levels specified therein, and shall remain free from defects in design, configuration, integration and workmanship.
- 5.2 All software updates, patches, version upgrades, security fixes and platform upgrades shall be provided by the CONTRACTOR throughout the CONTRACT period at no additional cost to GEL. The CONTRACTOR shall ensure that no component of the SOLUTION is at, approaching, or beyond its End-of-Life or End-of-Support date during the CONTRACT period.

6. DEFECT LIABILITY AND HANDHOLDING SUPPORT

- 6.1 **Applicable.** The CONTRACTOR shall provide free handholding support, with an onsite resource, for a period of three (3) months from Go-Live for deployment phase and five (5) months for enhancement/ change request, as specified in the Scope of Work. No separate charge shall be payable for this period.
- 6.2 The onsite Technical Person deployed during the deployment phase shall continue for one (1) month beyond the deployment project duration, as specified in the Scope of Work, and shall be deemed included in the one-time deployment charges.
- 6.3 Defects, bugs and non-conformities reported during the CONTRACT period shall be rectified by the CONTRACTOR at no cost to GEL. A request for change having an effort of one (1) man-day or less shall be treated as maintenance and shall carry no charge.

7. CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG)

- 7.1 **Applicable.** The CONTRACTOR shall furnish an unconditional and irrevocable Contract-cum-Performance Bank Guarantee (CPBG), in the prescribed form, issued by a bank acceptable to GEL, within fifteen (15) days of the date of the Purchase Order / Work Order.
- 7.2 **Value:** The CPBG shall be for an amount equivalent to 10% (ten percent) of the total basic value of the CONTRACT (excluding GST), computed on the three-year CONTRACT value of all SOR line items.
- 7.3 **Validity:** The CPBG shall be valid for the full CONTRACT period plus a three (3) month claim lodgement period. Where the CONTRACT is extended under Clause 3.2, the CONTRACTOR shall extend the validity of the CPBG correspondingly, at least thirty (30) days before its expiry.

7.4 In case of any subsequent AMENDMENT in CONTRACT value or validity, including orders placed for optional SOR items, enhancements or additional agents, the CONTRACTOR shall furnish a revised / additional CPBG at the same percentage for the applicable amount and validity, failing which the equivalent amount shall be deducted from the subsequent claim for payment, unless otherwise specified in the AMENDMENT.

7.5 GEL may invoke the CPBG, in addition to its other rights under the CONTRACT, where the CONTRACTOR fails to perform its obligations, where the cumulative penalty reaches the overall cap under Clause 8, or on termination of the CONTRACT for breach.

8. LIQUIDATED DAMAGES AND PENALTIES

8.1 Penalties for delay in deployment, for non-achievement of the uptime service level, for breach of the Operation & Maintenance support service levels, for network connectivity outage and for delay in change requests shall be levied as per **Clause 10.1 (PENALTY) of the Scope of Work**, read with Clause 4.4 (Service Level Agreement) thereof. This shall supersede the provision for Liquidated Damages under the General Terms and Conditions of the Contract.

8.2 The individual caps stated in the Scope of Work shall apply, namely: deployment delay capped at 10% of the order value; uptime and O&M support penalties each capped at 10% of the monthly invoice value; and change-request delay capped at 10% of the SOR line item value for Enhancement / Change Requests.

8.3 **The overall maximum penalty under this CONTRACT shall be 10% of the order value.**

8.4 In case of any complaint regarding non-fulfilment of any obligation under the CONTRACT, GEL reserves the right to withhold payment to the CONTRACTOR and, out of such amount and including any security deposit held, to make payment to another agency at the CONTRACTOR's risk and cost, as GEL may consider necessary for the smooth and unhindered working of the system.

9. DATA OWNERSHIP, INTELLECTUAL PROPERTY AND EXIT MANAGEMENT

9.1 All data generated, collected, processed or stored under this CONTRACT — including customer data, call and chat recordings, transcripts, CDR / SDR / ADR records, tickets, logs, reports and any derivative data — shall be the exclusive property of GEL. The CONTRACTOR shall acquire no right, title, interest or lien in such data, and shall not use it for any purpose other than delivering the services under this CONTRACT.

9.2 All intellectual property in configurations, IVRS flows, scripts, reports, dashboards, APIs and integrations developed specifically for GEL under this CONTRACT shall rest with GEL. The CONTRACTOR shall retain ownership of its base platform, licensed to GEL on a SaaS basis for the CONTRACT period.

9.3 **Exit management.** On expiry or termination of the CONTRACT, the CONTRACTOR shall provide complete data export and migration support in a portable, open format, without withholding any GEL data, and shall continue to operate the SOLUTION until GEL or its successor agency is onboarded, at the applicable SOR rates. The CONTRACTOR shall permanently delete all GEL data from its systems only after obtaining written confirmation from GEL, and shall furnish a certificate of deletion.

9.4 Call recordings shall be retained for a minimum of six (6) months, and call history records shall remain available from the inception of the SOLUTION. All recordings shall be encrypted in transit and at rest, and access shall be restricted to authorised persons with multi-factor authentication.

10. CONFIDENTIALITY, CYBER SECURITY AND DATA PROTECTION

10.1 The CONTRACTOR shall execute a Non-Disclosure Agreement with GEL after award of CONTRACT. The CONTRACTOR, its sub-contractors and their personnel shall not, during or after the CONTRACT,

disclose any proprietary or confidential information relating to the services, this CONTRACT or GEL's business or operations without GEL's prior written consent, nor use the work in any advertising, publicity or sales material.

- 10.2 The CONTRACTOR shall comply with ISO 27001, SOC 2, CERT-In, PNGRB, TRAI, MeitY and the Digital Personal Data Protection Act requirements as specified in the Scope of Work, and shall furnish VAPT assessment reports as required by GEL.
- 10.3 The CONTRACTOR shall notify GEL of any actual or suspected cyber security incident, data breach, unauthorised access, malware infection, ransomware attack or security compromise affecting GEL data or services **within six (6) hours of detection**, and shall provide periodic updates until complete resolution.
- 10.4 The CONTRACTOR shall carry out background verification of all personnel handling GEL's information systems — covering criminal background, credit checks, verification of previous employment dates, education and degree verification — and shall share the reports with GEL **before** deployment of such resources.
- 10.5 All costs of remediation, forensic investigation, regulatory notification and compliance arising from a data breach attributable to the CONTRACTOR's systems, processes or personnel shall be borne entirely by the CONTRACTOR.

11. QHSE REQUIREMENTS

- 11.1 The CONTRACTOR shall comply with GEL's QHSE Management System, policy, standards, procedures, guidelines, plans and Life Saver rules at GEL offices and work sites, as set out in Clause 8.0 of the Scope of Work.
- 11.2 Any breach of the QHSE requirements shall be deemed a material breach of this CONTRACT, and GEL shall be entitled to require the CONTRACTOR to remedy the breach, to suspend the work, or to terminate the CONTRACT.

12. QUANTITIES AND BASIS OF PAYMENT

- 12.1 The quantities indicated in the Schedule of Rates for the optional items — onsite technical support person, additional agents and enhancement / change request man-days — are indicative, and shall be used for bid evaluation and placement of the CONTRACT only. Payment shall be made on the basis of actual utilisation and the quantity approved in writing by GEL.
- 12.2 Charges for additional channels not forming part of the base solution cost, such as WhatsApp Business API charges, shall be **reimbursed at actuals** against documentary evidence, at the rate agreed in the SOR. The CONTRACTOR shall obtain GEL's prior written approval before incurring any such charge.
- 12.3 No item, service, licence, resource or activity shall be charged under more than one SOR line item. All costs of project management, mobilisation, site survey, training, documentation, testing, go-live support and statutory compliance shall be deemed included in the quoted rates unless separately listed in the SOR.
- 12.4 No payment shall constitute acceptance beyond the milestone against which it is released, nor a waiver of GEL's right to require rectification of defective work.

PART II – SPECIAL TERMS AND CONDITIONS

1. CONTRACT PERIOD AND DEPLOYMENT SCHEDULE

- 1.1 The CONTRACTOR shall complete the deployment, integration, implementation and commissioning of the SOLUTION within the timelines in the table below, reckoned from the date of issue of the technically and commercially approved Purchase Order / Work Order (“PO Date”).
- 1.2 The subscription services shall thereafter run for **three (3) years**, extendable by up to **two (2) further years** at GEL’s option on the same rates, terms and conditions.
- 1.3 Non-completion of the work within the agreed or extended period shall not absolve the CONTRACTOR of its liabilities and obligations under this CONTRACT.
- 1.4 The deployment milestones to be achieved are as follows:

Ref.	Deployment Milestone	Principal Deliverables	Timeline
DEP-01	Omni Channel Telephony solution deployment and commissioning	Telephony solution with network connectivity and basic IVRS flow; Go-Live to start Customer Contact Centre operations; SRS for initial IVRS flow and SAP integration; basic SAP integration to fetch and display customer details	3 weeks from PO Date
DEP-02	Complete integration with SAP ECC / CRM and other systems, and implementation of all Omni Channels — delivery of overall scope	Sign-off of Requirement Study Specification; Email / SMS integration; extended IVRS options and SAP integration (customer details, bill outstanding, invoice despatch, payment links); complaint / notification / contact record creation in SAP; WhatsApp, email chat and social media channels; DR / High Availability setup and testing; AI services (conversational IVR, real-time agent assist, sentiment analysis, predictive dialling, automated quality assurance); analytics and dashboards	4 to 8 weeks from PO Date
—	Free handholding support with onsite resource	Post Go-Live handholding, agent and supervisor training, issue resolution	3 months from Go-Live and 5 Months for enhancement/change request
—	Commencement of subscription services	Monthly subscription billing commences	From Go-Live of DEP-01

- 1.5 The deployment plan shall include, at minimum: kick-off meeting and project planning; mobilisation of the team; site survey; network connectivity between the cloud data centre and GEL’s CCC; System Requirement Study and Specification; implementation; testing; training; Go-Live; post Go-Live support and free handholding; operation and maintenance; and the change management process.
- 1.6 The CONTRACTOR shall deploy a **Project Manager (on-site at GEL CCC)** for the complete deployment project duration and a **Technical Person (on-site at GEL CCC)** for the deployment project duration plus one (1) month, together with such other resources as required. These resources shall be deemed included in the one-time deployment charges.
- 1.7 The production environment shall be up and running with the specified functionality only after UAT sign-off by GEL. Any critical or important bug raised by GEL shall be fixed and verified before code deployment to the production environment.

2. PAYMENT TERMS AND FREQUENCY

(Further to the corresponding clause of Payment Terms of the GCC.) Payment against each SOR line item shall be released as set out below. Every invoice shall be accompanied by the applicable Performance Report, duly reviewed and approved by GEL's In-charge, Customer Contact Centre.

2.1 One-time Deployment, Integration and Implementation Charges

Sr.	Stage	Payment	Release Basis
i	Deployment DEP-01	40% of implementation cost	Invoice may be raised after 30 days of production release of DEP-01, together with the supporting documents
ii	Deployment DEP-02	50% of implementation cost	Invoice may be raised after 30 days of UAT release, or after Go-Live of the DEP-02 requirements, whichever is earlier, together with the supporting documents
iii	Balance	10% of implementation cost	Invoice may be raised after 3 months from completion of the complete deployment
	Total	100%	

All of the above deliverables and milestones shall be approved by either the Engineer-in-Charge or the In-charge, Customer Contact Centre, GEL.

2.2 Subscription Charges — Omni Channel Cloud Telephony Solution (SaaS)

2.2.1 Subscription charges shall be payable **monthly in arrears**, commencing after Go-Live of the SOLUTION. After the completion of each month, the CONTRACTOR may raise the invoice for the previous month, together with the Performance Report duly reviewed and approved by GEL's In-charge, Customer Contact Centre.

2.2.2 Uptime and O&M support penalties computed for the month shall be deducted from the subscription invoice for that month.

2.3 Network Connectivity Charges

2.3.1 Payable **monthly in arrears** after Go-Live, on the same basis and against the same Performance Report as Clause 2.2 above. Charges shall be paid on an actuals basis at the agreed SOR rate.

2.4 Enhancement / Change Request Charges

2.4.1 Payable **quarterly**, after the enhancement or change request has been successfully deployed on the production environment, or after 30 days of UAT release, whichever is earlier.

2.4.2 No change request shall be taken up without GEL's prior written approval of the published man-day effort. A request for bug fix or change having an effort of one (1) man-day or less shall be treated as maintenance and shall not be chargeable.

2.4.3 Each change request shall be supported by the Functional Design Document, Technical Document, Unit Testing Document and Training Document before payment is released.

2.5 Onsite Technical Support Person (Optional)

2.5.1 Payable **monthly in arrears** on an actual-utilisation / approved-quantity basis, for such periods as GEL demands. The minimum engagement shall be three (3) months, or such other period as mutually agreed. GEL shall notify the CONTRACTOR at least one (1) month in advance.

2.5.2 Payment shall be subject to submission of the weekly reports on issues handled, training conducted and service gaps identified, and the attendance roster, as specified in the Scope of Work.

2.6 Additional Agent Services (Optional)

2.6.1 Payable **monthly in arrears** for the actual utilisation / approved quantity of additional agent licences. GEL shall communicate the requirement one (1) month in advance. The SOLUTION shall accommodate expansion from 35 to 45 agents without any change in hardware and without any one-time charge.

2.7 General

2.7.1 All payments shall be subject to applicable tax deductions at source as per the rules and acts in force during the tenure of the CONTRACT. GST shall be paid extra, as applicable, against valid tax invoices.

2.7.2 An invoice submitted without the complete set of applicable supporting documents and the approved Performance Report shall not be treated as a valid invoice and shall not start the payment-release timeline.

2.7.3 Payment shall be released within 30 days of receipt of a valid invoice complete in all respects.

3. SERVICE LEVELS AND PENALTIES

3.1 The CONTRACTOR shall meet the service levels set out in Clause 4.4 of the Scope of Work. The penalties for non-achievement are summarised below and shall be read with the Scope of Work, which shall prevail in case of any difference.

3.2 Deployment delay

Milestone	Penalty	Cap	Deducted from
DEP-01	INR 10,000 per week or part thereof	10% of order value	Deployment Service Invoice
DEP-02	INR 5,000 per week or part thereof	10% of order value	Deployment Service Invoice

3.3 Uptime of the SOLUTION (including PRI lines, toll-free services and network connectivity) — 99.8% monthly

Uptime and system availability	Penalty (monthly)
99.8% or higher achieved on a monthly basis	Not applicable
99.8% not achieved — working hours (08:00 to 20:00)	INR 3,000 for every 60 minutes or part thereof of downtime
99.8% not achieved — non-working hours (20:00 to 08:00)	INR 1,000 for every 60 minutes or part thereof of downtime

Capped at 10% of the monthly invoice value; deducted from the Cloud Telephony Solution invoice. Scheduled maintenance approved in advance by GEL is excluded.

3.4 Operation & Maintenance / Technical Support

Severity	Response Time	Resolution Time	Penalty (monthly)
Critical	15 minutes	2 hours	INR 3,000 per issue per day
Medium	30 minutes	6 hours	INR 2,000 per issue per day
Low	2 hours	24 hours	INR 1,000 per issue per day

Capped at 10% of the monthly invoice value; deducted from the Cloud Telephony Solution invoice. Severity shall be jointly classified by GEL and the CONTRACTOR as defined in the Scope of Work.

3.5 Enhancement / Change Request delay

0.5% of the individual invoice value of the change request, per week or part thereof of delay beyond the approved effort period, capped at 10% of the SOR line item value for Enhancement / Change Requests, deducted from the Enhancement / Change Request invoice.

3.6 Overall cap

The overall maximum penalty under this CONTRACT shall be 10% of the order value.

4. OTHER TENDER-SPECIFIC CONDITIONS

- 4.1 **Non-Disclosure Agreement:** A separate NDA shall be executed by the successful Bidder after award of CONTRACT, before any GEL data or system access is provided.
- 4.2 **Solution sizing:** The SOLUTION shall be provisioned for 35 concurrent agents (30 call centre agents and 5 O&M supervisors / administrators), expandable to 45 agents and 90 channels without any change in hardware, with 45 IVR ports. All 35 agents shall be omni-channel capable, each able to operate at least two different channels (one voice and one media) concurrently.
- 4.3 **Operation window:** Inbound customer support, chat support, email / letter / SMS and outbound call support shall operate 12 × 7 from 08:00 to 20:00, Monday to Sunday; automated IVRS and automated chat-AI shall operate 24 × 7 on all 365 days. GEL may extend any of these windows to 24 × 7 during the CONTRACT period, and the CONTRACTOR shall support such extension at no additional subscription charge.
- 4.4 **Training:** The CONTRACTOR shall provide basic product technical training to a minimum of 10 GEL employees / CCC staff on all components of the deployed SOLUTION, and shall impart initial in-person training to all GEL call centre agents, supervisors and staff at the CCC premises. Refresher training shall be provided during the CONTRACT period as required.
- 4.5 **Documentation:** The CONTRACTOR shall submit and maintain the documents listed in Clause 6.0 of the Scope of Work, and such further documents as GEL may require during the CONTRACT period, at no additional cost.
- 4.6 **Call recording evidence:** The CONTRACTOR shall provide call recording evidence on demand within three (3) hours by email, for the specific records communicated by GEL.
- 4.7 **Escalation matrix:** The CONTRACTOR shall define, communicate and keep current the project team details, the call logging process and the escalation matrix for both the implementation and operational phases.
- 4.8 **GEL's scope:** GEL's obligations — office infrastructure for the CCC, agent computing devices and peripherals, manpower, PRI / SIP trunk lines, access to SAP and other applications, SMS / email / WhatsApp / social media accounts, master data, approvals and sign-offs, and development of APIs within GEL's own systems — are as set out in Clause 7.0 of the Scope of Work.

*Note:

1. GEL reserves the right to vary the deployment sequence, the operation window and the scope of integrations during the System Requirement Specification stage, without assigning any reason to the CONTRACTOR. Requirements in the tender are high-level and indicative, and detailed requirements shall be captured during Blue Printing / Requirement Specification finalisation.
2. Delays attributable solely to GEL, and documented by the CONTRACTOR in writing at the time they arise, shall not be counted towards the deployment delay penalty.
3. GEL reserves the right to audit the CONTRACTOR's certifications, compliance documents, security controls and service records at any stage of the CONTRACT. The CONTRACTOR shall cooperate fully and furnish the requested information within five (5) business days.