Request for Proposal (RFP) for
Setting up and running of Call Centre of
National Institute of Electronics and Information Technology (NIELIT)

[Reference No. I-17024/1/2014-Examination/NIELIT .HQ dated: 21st October, 2014]

Place for opening of the bid	National Institute of Electronics and Information Technology (NIELIT) , Headquarters, New Delhi, India
Last Date & Time of Submission of Bid	Friday 14th November, 2014 12:00 Hrs
Date & Time of Opening of Technical Bid	Friday 14th November, 2014 15:00 Hrs

Cost of Request for Proposal (RFP) Document: ₹ 5,000/- Only (Rupees Five Thousand Only)

Name of the Bidding Company/ Firm:	
Contact Person(Authorized Bid Signatory):	
Correspondence Address:	
Mobile No Telephone Fax	
Website	
Official E-mail Address	

Disclaimer

This RFP is not an offer by NIELIT, but an invitation to receive offer from Bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officer of NIELIT with the Bidder.

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Chapter 1

ABOUT NIELIT

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1.1 Introduction

National Institute of Electronics and Information Technology (NIELIT) is an Autonomous Scientific Society under the administrative control of Department of Electronics and Information Technology (DeitY), Ministry of Communications and Information Technology, Govt. of India. It was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communication Technologies (IECT).

The Society, has its presence at 31 locations i.e. at Agartala, Aizawl, Ajmer, Aurangabad, Calicut, Chandigarh with branch office at Shimla, Chennai, Delhi, Gangtok, Gorakhpur with branch office at Lucknow, Guwahati/ Tezpur, Jorhat, Silchar, Kokrajhar, Imphal, Itanagar, Kohima / Chuchuyimlang, Kolkata, Churachandpur (Manipur), Lunglei (Mizoram), Patna, Ranchi, Srikakulam, Shillong and Srinagar/Jammu/Leh with its Headquarters at New Delhi.

The Society is engaged in carrying out Education & Training Programs - both in the Formal & Non-Formal sectors in the area of IECT. Its mandate includes development of Industry oriented quality education and training programs in the state–of-the-art areas, to establish standards and to be the country's premier institution for Examination and Certification in the field of IECT. It is also a National Examination Body, which accredits institutes/organizations for conducting courses in the non-formal sector Education in the field of IT and related areas.

NIELIT Centres are conducting long-term courses at Postgraduate level (M.Tech) in Electronics Design & Technology, Embedded Systems etc. which are not normally offered by Universities/Institutions in the formal sector. Other long term courses conducted by the Centers are Diploma Level courses in Electronics Production & Maintenance, Electronic Engineering, Computer Science & Engineering, Masters in Computer Application, and Bachelor in Computer Applications etc., which are affiliated to respective State Universities/Technical Boards.

As for non-formal Sector, NIELIT Centres are conducting various long term courses viz. O/A/B/C level courses in Software, O/A Level courses in Computer Hardware & Maintenance and O/A/B level courses in Bio-informatics, Entrepreneurship development, etc. depending upon the demand in respective region. NIELIT also offers Course on Computer Concepts (CCC), Basic Computer Course (BCC), Awareness Computer Course (ACC), which are basically IT Literacy Level Courses for anybody and everybody.

NIELIT Centres are also imparting training in Short Term Courses in the areas of Information Technology, Electronics Design & Technology, Manufacturing Technology, Maintenance Engineering, ITES-BPO etc. Besides the training activities, NIELIT Centres are offering consultancy services and undertaking software development projects in addition to Govt. sponsored projects in the area of Education & Training, R & D, etc.

1.2 Vision and Mission

Vision
To be the leader in development of industry oriented quality education and training in the state of the art areas, establish standards and be the country's premier institution for examination and certification in the field of Information, Electronics and Communications Technology (IECT).

Mission
To be the single source for quality assurance in computer education among the nation's non-formal institutes, After turning out competent IT professionals in large numbers, NIELIT reach is now being extended to all regions of the country as well as overseas.

1.3 Objective
The main objectives of NIELIT are
- To generate quality manpower and develop skilled professionals in the area of Information, Electronics & Communications Technology (IECT) and allied fields, by providing world class education & training and accreditation services.
- To provide continuing support to learners and trainers through active design & development of innovative curricula and content aligned with the dynamically changing IECT scenario as and when required.
- To establish a globally recognized quality system of examination and certification and provide a fair assessment of the competency of students.
- To continue to implement various NIELIT Schemes in the Non- Formal Sector in the IECT area.
- To establish standards in the area of IECT and to develop market oriented courses in the emerging areas as per the need.
- To impart continuing education for up-gradation of knowledge and skills of Industry professionals & academicians considering high obsolescence in the area of IECT.
- To provide entrepreneurship development program in the area of IECT.
- To develop and promote the culture of market to encourage and nurture industry oriented design and development.
- To provide Consultancy Services to Government and non-Government Organizations in IECT

1.4 Activities of NIELIT (HQ) and its Centres
Core activities of the Society – Education & Training in the area of Information, Electronics and Communication Technology (IECT) are different from other educational programs of similar nature, in scope and quality, in the following aspects:
- Flexible programs with consistent and timely updating of Course Curricula to conform to industry needs, so that the students graduating from the Society should not only find employment but also be sought after by the Industry.
- Industry participation in the formulation and running of programs, particularly for imparting hands-on-experience.
- Latest Technology is used in all operations of the Society.
- Regular feedback from customers i.e. students and Industry.

The above IT Education & Training Programs are categorized as follows:
- IT Education & Training for fresh students;
- Continuing Education (Refresher training/up-gradation) for working professionals through Short-Term/Long-Term Courses;
- Training of Trainers at various levels; and
- New courses in emerging areas of IECT

The Society is also engaged in Data Processing, Software Development and Consultancy projects in addition to Education & Training Programs.

Chapter – 2

ABBREVIATIONS & DEFINITIONS

Authorised Signatory	The Bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Agents	Call centre operator/official
Bid	"Bid" means the response to this document (later defined as RFP) presented in Two documents, Technical Bid and Financial Bid, which are supplied with necessary documents and forms, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ Bidder responding to Invitation for Bids and who is participating in the Bid.
Cert-IN	Indian Computer Emergency Response Team
CRM	Customer Relationship Management
CMAP	Content Management and Approval Policy
CMC	Contract Monitoring Committee.
CMS	Content Management System
Contract	"The Contract" means a legally enforceable agreement entered into between NIELIT and the selected Bidder(s) with mutual obligations.
Day	"Day" means a working day as per Government Of India (GoI).
DeitY	Department of Electronics & Information Technology, Government of India (GoI).
Deployment	Implementation, Maintenance and Support
EMD	Earnest Money Deposit.
FAT	Functional Acceptance Test
GIGW	Guidelines to Indian Government Website
GoI	Government of India.
Goods	"Goods" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the Bidder is required to supply to NIELIT under the Contract.
KPI	Key Performance Indicators
LoI	Letter of Intent
NIELIT	National Institute of Electronics and Information Technology

RFP	Notice Inviting Tender
PC	Procurement Committee
Project Site	"The Project Site", wherever applicable, means the designated place or places
PRI	Primary Rate Interface
PBG	Performance Bank Guarantee
NIELIT/ Tendering Authority	Person or entity that is a recipient of goods or services provided by a seller (Bidder) under a purchase order or contract of sale; also called buyer, NIELIT in this RFP document.
Request for Proposal (RFP)	Request for Proposal (Bid document), is issuing an invitation for service providers through a bidding process, to submit a bid on a specific service
SAD	System Analysis and Design
SDD	Software Design Development
Performance Security (PS)	Submission of the 10% amount of the Order Value by the Bidder and Performance Security remain valid for a period of Sixty days beyond the date of completion of contractual obligations of the supplier including warranty obligation.
Services	"Services" means the services to be delivered by the successful Bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good.
SLA	Service Level Agreement is an agreement between two parties wherein one is NIELIT and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SoW	Scope of Work
SRS	Software Requirement Specification
SSP	Software Service Provider
STQC	Standardization Testing and Quality Certification
UAT	User Acceptance Test
URS	User Requirement Specification

Chapter-3
Invitation for Request for Proposal (RFP)

Ref. No: I-17024/1/2014-Examination/NIELIT-HQ   **Dated: 21st October, 2014**

NIELIT invites Request for Proposal (RFP) from the eligible Bidders for Setting up and running of a Call Centre for NIELIT. The mandate is to handle queries related to exams and courses conducted by NIELIT Pan India. The schedule of dates is as follows:

S.No	Nature of the project	Setting up and running of NIELIT Call Centre
1.	Name of Purchaser	National Institute of Electronics and Information Technology
2.	Cost of Request for Proposal (RFP) Document (non-refundable)	₹5,000/-
3.	Earnest Money Deposit (EMD)	₹1,20,000/-
4.	Publishing Date	Tuesday 21st October, 2014
5.	Document Download Start Date & Time	Tuesday 21st October, 2014 18:00 Hrs
6.	Pre-Bid Conference	Friday 31st October, 2014 11:00 Hrs
7.	Pre-Bid Venue	NIELIT Headquarter, Electronics Niketan, 6 CGO Complex Lodhi Road, New Delhi 110003
8.	Bid Submission Start Date & Time	Monday 03rd November, 2014 10:00 Hrs
9.	Document Download End Date & Time	Thursday 13th November, 2014 11:30 Hrs
10.	Bid Submission End Date & Time	Friday 14th November, 2014 12:00 Hrs
11.	Request for Proposal (RFP) Opening Date & Time	Friday 14th November, 2014 15:00 Hrs
12.	Date & Time of Technical Presentation	Will be intimated later to the Technically qualified Bidders
13.	Date & Time of opening of Financial bids	Will be intimated later to the Shortlisted Bidders
14.	Website for downloading Tender Document, Corrigendum, Addendums Etc	http://www.nielit.gov.in http://eprocurement.gov.in http://www.deity.gov.in
15.	Request for Proposal (RFP) and Financial Bid Validity	180 Days from the date of bid submission
16.	Addressee and address at which bids in response to RFP invitation are to be submitted	The Managing Director, NIELIT Headquarter, Electronics Niketan, 6 CGO Complex Lodhi Road, New Delhi 110003
17.	Contact person for queries	Dr. Sanjeev Gupta, Additional Director, NIELIT Headquarter. M:08527624545

Through this Request for Proposal (RFP), bids are invited from qualified respondent entities which are willing and able to meet the expectations of NIELIT for a single point of contact to students for providing information about various examinations, courses and services run by NIELIT.

Queries related to bid may be sent to following e-mail latest by Thursday 30th October, 2014 14:00 Hrs at tender@nielit.gov. in

Managing Director, NIELIT

Chapter 4

General Information to Bidders regarding procedure for submission of Request for Proposal (RFP)

4.1   Eligibility Criteria

The tenderer should fulfill the following criteria (by furnishing the information showing proof for all the criteria listed below):

a. The tenderer quoting for the tender should have at least 5 years of experience in similar business. The tenderer should have experience of executing at least one Call centre project of similar nature covering ITI's / Polytechnics / Engineering Colleges, etc. in different States.

b. The minimum turnover during each of the last three financial years should not be less than Rs 50 lacs.

c. The tenderer should be in sound financial conditions and should be in profits. A copy of last three financial years Profit & Loss statement and relevant audited Balance Sheets should be submitted with the offer.

d. The tenderer should be ISO 9001:2008 certified.

e. Affidavit duly attested by Notary Public stating that the bidder has not been blacklisted by any institution/organization/society/company of the Central/State Government ministry/department, or its public sector organizations during the last three years.

f. The tenderers should submit an undertaking that it has sufficient resources to provide services in any part of India. This may be incorporated in the affidavit.

g. The Registration number of the firm along with the CST/VAT No. allotted by the Sales Tax Authorities, PAN, TIN and copy of Income Tax Return for the last three financial years should be given in the technical bid, failing which Tenderer's bid would become invalid and same shall be rejected.

h. It is expected that the tenderer have fully read , understood and accepted all the Terms and Conditions of the Tender. No request for deviation in the terms and conditions of the tender will be entertained. If there is any deviation from the terms and conditions of the tender or the tenderer has submitted conditional bids, the bid will be summarily rejected.

i. Upon verification, evaluation/assessment, if in case any information furnished by the Tenderer is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. In such cases, EMD shall be forfeited.

4.2   The RFP document has to be downloaded from web site (www.nielit.gov.in or www.deity.gov.in or www.eprocure.gov.in) and be submitted along with prescribed RFP/ Tender fee in the form of Demand Draft in favour of NIELIT New Delhi, payable at New Delhi along with Technical Bid. There is no exemption from payment of tender document fees and tenders without requisite fees shall not be accepted.

4.3   Interested applicants are advised to study the document carefully. Submission of Application shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.

4.4   The Bidder shall bear all costs associated with the preparation and submission of its bid and NIELIT will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

4.5   Bidders are advised to attach a letter from an authorized signatory of the company owning the patent of the technology being offered clearly detailing the deliverables / ownerships and rights for implementation, service, warranty and post sales support.

4.6   Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed.

4.7   The Managing Director, NIELIT reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Managing Director, NIELIT shall be final. The work can be awarded to one or more agencies if need arises. Initially the agreement will be for a period of two years extension of which will be at the discretion of the competent authority of NIELIT.

4.8   **Financial Bid**

    a) The Bidder shall indicate the prices/rates as specified in the format given at "Financial Bid" (Annexure-IX).

    b) The Bidders should quote their most competitive prices/rates.

    c) All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words **shall render the bid liable for rejection**. Bidders should ensure that there is no alterations / corrections in the prices/rates submitted by them.

    d) In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.

    e) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

4.9   **Earnest Money Deposit**

    a) The Bidder should enclose EMD as prescribed in shape of Demand Draft drawn in favour of NIELIT New Delhi and payable at New Delhi with the Technical proposal/bid.

    b) The bids without EMD shall be summarily rejected.

    c) The successful Bidder shall be required to deposit Performance Security equivalent to 10% of the Contract value in the form of Bank Guarantee from any National Indian Bank to NIELIT before release of his EMD.

    d) Earnest money will be returned to unsuccessful Bidders without interest within 90 days after award of contract agreement or setting aside the tender, as the case may be.

    e) Earnest money will be forfeited if the Bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

4.10   **Acceptance of offer**

NIELIT reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

4.11   **Excuse from Claim**

The Bidder at no point of time can excuse themselves from any claims by NIELIT whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation etc. as mentioned in Request for Proposal (RFP) document.

4.12   Adherence to Schedule

The Bidder has to adhere to the time schedule of activities mentioned in the Request for Proposal (RFP) and no request to change the last date or extend period / time for submission shall be entertained by NIELIT. However, NIELIT reserves the right to extend the date/time for submission of the responses without assigning any reason by notifying in its website.

4.13   Presentation before Technical Committee

The Bidders will be required to make presentation on technical and operational aspect including the demonstration of the module and technology assigned to the Bidder. A demo will be given of the existing call centre by the Bidder.

4.14   Submission of Bid

The Bidder shall submit their Bids in two parts

(i) Technical Bid and
(ii) Financial Bid

The tender is a "Two Bid" document.
- The Technical Proposal should contain all the relevant information and desired enclosures in the prescribed format given in "Bidding Procedure" at Chapter 6.
- The Financial Proposal should contain only financial Bid as per Annexure IX. In case, any Bidder encloses the financial bid along-with technical bid, the same shall be rejected summarily.

Submission of Technical Bid and Financial Bid in any other format may result in invalidation of such bids. Bid submitted cannot be modified after the submission of the bid offers.
All information called for in the enclosed Annexures should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However the Bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed Annexures or deliberately suppressing the information may result in the Bidder being summarily disqualified.

Offers sent by post should be sent by Registered/Speed Post so as to reach us before closing date with an acknowledgement due.

4.15   Bid Response Format

The Bidder shall effectively communicate the solution and shall cover all the requirements as given in the Request for Proposal (RFP). The Bidder shall use the following format to submit the response:

- The documents of the Technical Bid shall be placed in sealed envelope clearly marking "Technical Bid for Setting up and running of NIELIT Call Centre".

- The financial Bid shall be placed in separate sealed envelope clearly marking it as "Financial Bid for Setting up and running of NIELIT Call Centre" (Do not open with Technical Bid)".

- The above two envelopes shall be placed in third envelope, which shall also be appropriately sealed and marked as "Request for Proposal (RFP) for Setting up and running of NIELIT Call Centre "

4.16   Confidentiality of Process:

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of the contract agreement shall not be disclosed to Bidders or any other persons until the award of work to the successful Bidder has been announced.

4.17   Right to Termination/Cancellation

Notwithstanding anything contained in this document, NIELIT, reserves the right to cancel/terminate the bid/proposal process without assigning any reason whatsoever, at any time, prior to signing the contract and NIELIT shall have no liability for above-mentioned actions.

4.18   Authentication of Bid

The Bid document should be typewritten and there should not be any overwriting or cutting or interpolation. Signatures and official stamp of Bidder's authorized person should be recorded at the bottom on each page of the bid document. The Bid Document shall be signed by a person duly authorized to bind the organization to the agreement. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person signing the Bid Document shall sign the original tender document and stamp at the bottom all pages of the Bid Document and each page of the bid document should be properly numbered and submitted as a package along with forwarding letter on Bidder's letter head. **Any correction/ overwriting/ cutting/use of whitener etc. will lead to rejection of the Bid**. All the Bidders have to abide by all the terms and conditions mentioned in this RFP document.

4.19   Address for Submission of Request for Proposal (RFP)/BID

Request for Proposal (RFP)/Bid complete in all respect shall be addressed to:
>   The Managing Director
>   National Institute of Electronics and Information Technology (NIELIT)
>   Electronics Niketan , 6 CGO Complex
>   Lodhi Road, New Delhi 110003

In addition to the above, all envelopes including the inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as required, NIELIT will assume no responsibility for the Bid's misplacement or premature opening.

4.20   Late Bids

Any Bid received by NIELIT after the deadline for submission of Bids prescribed in this document, will be summarily rejected and returned unopened to the Bidder. NIELIT shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

4.21   Opening of Request for Proposal (RFP)

NIELIT will open Request for Proposal (RFP) as per schedule. The Bidder may depute their authorised representative for the event. The Bidder's representative who is present shall sign the attendance roll evidencing his/her attendance. Even if no representative of the Bidder is available, the Request for Proposal (RFP) would be opened as per schedule. In the event of the specified date of Request for Proposal (RFP) opening/presentation being declared a holiday for NIELIT, the Request for Proposal (RFP) shall be opened at the appointed time and location on the next working day.

4.22   Announcement of Request for Proposal (RFP)

The Bidder's names, modifications, if any in the Proforma and the presence or absence of requisite fees and such other details will be announced at the opening of Request for Proposal (RFP). No Request for Proposal (RFP) shall be rejected at the time of Request for Proposal (RFP) opening except for late submissions.

4.23   Clarification of Bids

To assist in the examination, evaluations and comparison of bids, NIELIT may, at its sole discretion, ask the Bidder for clarification on the Request for Proposal (RFP) submitted. The request for clarification shall be in writing by post or email or by facsimile. The response shall be submitted in writing by registered/speed post duly signed by authorised representative. If the response to the clarification is not received before the expiry of deadline prescribed in the request, the Request for Proposal (RFP) shall be rejected. No representation in this regard would be entertained after rejection of the Request for Proposal (RFP).

4.24   Completeness of Bids

NIELIT will examine the Bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required EMD & RFP/ Tender Fee have been furnished, whether the documents have been properly signed & stamped and whether the Bid Documents are substantially responsive to the requirements of the Tender Document. Information must be furnished in comprehensive manner against each column of Bid Document.

4.25   Rectification of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are opened. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting are found the bid shall be rejected summarily. Arithmetic errors in bids will be considered as follows:

(a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the evaluation, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern or whichever is logically correct.

(c) Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.

4.26   Rejection of Bid

The Bid shall be submitted duly filled by downloading RFP document from website. Bids submitted by Telex, Fax or e-Mail would not be entertained. Bid may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been blacklisted by a central or any state government or has indulged in any malpractice/ unethical practice and has not honoured contractual obligation elsewhere.

If the Bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, NIELIT reserves the right to reject such a bid at any stage.

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by NIELIT and will not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or any reservation by the Bidder.

4.27   Validity of Bid

Bids shall be valid for acceptance for a period as given in Chapter-3. The Bid with lesser validity period is liable to be rejected. However, the validity period of bid may be extended further, if required, by mutual agreement from time to time.

4.28   Opening of Financial Bids

Financial Bids will be opened and compared after the Technical Evaluation of Request for Proposal (RFP). The financial bids will be opened for the shortlisted technically qualified Bidders. The name of Bidder, bid prices of each Bid, shall be announced by NIELIT during opening of financial Bid.

The date, time and venue of opening of financial bid of the technically shortlisted Bidders will be intimated by displaying the same on the website of NIELIT http://www.nielit.gov.in only.

4.29   Undertaking for reasonableness

The Bidder will give an undertaking with financial bid that to the best of their knowledge and belief:
(a) Tendered rates are at par with the prevailing market rates and not more than the price usually charged for services of same nature / class or description from any private bidder as well as Government.
(b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted are not higher than the controlled price.

4.30   Pre-Bid Conference Enquiries and Clarifications

Venue and Time for Pre-Bid Conference as per RFP will be displayed on NIELIT website http://www.nielit.gov.in . In respect of clarifications sought, the following conditions shall apply:
1. NIELIT reserves the right not to consider any condition that is found unacceptable.
2. If in NIELIT opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by NIELIT and the accepted conditions will be incorporated.

If NIELIT deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, official communication over email/ post, etc. will be communicated to all the Bidders by putting up on NIELIT Website (http://www.nielit.gov.in). Any such supplement shall be deemed to be incorporated by this reference into this RFP.

In order to allow Bidders a reasonable time to take the amendment(s) into account in preparing their bids, NIELIT, at its own discretion, may extend the deadline for the submission of bids, and the extended date will be displayed on the website http://www.nielit.gov.in.

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Chapter - 5

SCOPE OF WORK, STAKEHOLDER RESPONSIBILITIES, DELIVERABLES & TIMELINESS

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5.1   SCOPE OF WORK

The objective of NIELIT CALL CENTRE (NCC) is to strengthen the query management system on issues related to the courses offered and Exams conducted by NIELIT. In order to resolve student's query in both Hindi and English. An indicative list of services is provided at Functional & Non-functional Requirements of this RFP. We intend to have services of a Call Center at National level for answering the problems posed by the students from 6.00 am to 10.00 pm. It is proposed that currently the following access channels will be used:

      a)   Inbound channels : Telephone , Mobile , Email, SMS (Status Tracking Only)
      b)   Outbound Channel : Telephone , Email, SMS

During the agreement tenure, the scope of work shall include the following two phases:

1. To conduct the System Study and to finalize the requirements in consultation with NIELIT.
2. NCC Set up, Operations and Maintenance

5.1.1 System Study and finalization of requirements

The Bidder shall prepare the document seizing the system requirement specifications (SRS). The Bidder shall develop an interface with database of the services considered under the ambit of NCC.

Objective

There is a need to strengthen the query management system on issues related to the courses offered by NIELIT. In order to resolve student's query we intent to have services of a call Center at National level for answering the problems posed by the students from 6.00 AM to 10.00 PM.

5.1.2   Salient features of Call Centre activities

- Tracking of all incoming calls, SMS, Email with Date & Time
- Recording of entire conversation
- Logging of all information sent via SMS, Email
- Feature of soft phones (Physical Phones are not required)
- Tele Conferencing (Expandable option available for IP Telephony)
- Conferencing feature with software integration
- Agent can respond to queries for information while simultaneously accessing information from the database. (Database Integration)
- There should be a provision for web based monitoring/ tracking of all activities of the call centre.
- An audit trail will be maintained for all complaints raised by a user and the redressal activities related to it.
- The entire System can be monitored remotely so that if the agent is out of office still he can track the calls.

- Most of the queries can be responded by the IVRS (Interactive Voice Response System) with a scope of expandability by the organisation.
- E-mail/SMS notifications of calls not being attended to the higher level official.
- SMS notification to the caller on availability of lines which were earlier busy or could not be attended due to technical problems.
- Voice mail of the caller can be forwarded to mail boxes.
- Report Generation on the basis of different criteria's such that the Pending queries, Queries relevant with prevailing schemes, suggestions and complaints etc.

The Call Centre will run in two shifts. The timing of these shifts is as follows:

Shift 1: 6.00 AM to 2.00 PM

Shift 2: 2.00 PM to 10.00 PM

A supervisor as liaison officer to coordinate with NIELIT officials.

The services should be both Inbound & Outbound to handle and respond to the following:

- Grievances / Resolution logging & update
- Information Services
- Enquiry Services
- Request Services

The call centre Technology solution will be capable of delivering following functional requirements at minimum

- Provide Self Service at Edge
- Automated skill based routing of calls/interactions to next available agents
- Solution with High availability to provide 99.95% uptime
- Scalable solution to meet growth demands (12% growth per year)
- Centralized Management and control(Building a command centre)
- Multimedia solution to handle Email
- End to end call reporting from single interface
- 100% voice recording
- 10% Screen recording
- Quality monitoring
- Work Force Management
- Reporting & Analytics

Feedback in the scale of 1-10 points (1 being the highest level of satisfaction and 10 being the lowest level of satisfaction) from the client/callers will be gathered and analyzed as per requirement of NIELIT.

Orientation programme for all the concerned executives will be taken before each exam cycle/ new initiatives/ on event of any problem.

The customer care team will consists of 2-3 permanent staff of NIELIT besides an optimum staff deputed by the vendor.

5.1.3 Interface description:

Given below is a list of various existing examinations / training courses on which call center activities will be based-

QUERIES RELATED TO THE FOLLOWING

- Accreditation of Institutes
- Recognition of Courses
  - O, A Level
  - MHRD Circular reg. recognition of 'O' & 'A' level courses.
  - B Level
  - C Level
- Registrations
- Examinations
  1. Theory
  2. Practical
- Results
- Certificates
- Training Courses
  o CCC Examination
  o BCC Examination
  o O,A,B,C level
  o All Short Term/Long Term Courses
  o Various Govt IT/Educational Schemes run by NIELIT
  o Computer Course
  o Computer Hardware Course
  o Bio Informatics
  o IT Enabled Services (BPO)
  o Certification Scheme in Information Security
  o Animation and Multimedia Technology
  o PG Diploma Courses

5.1.4 NCC Set Up and Operations and Maintenance

In this phase the Bidder will setup physical and technical infrastructure of the Call Centre as per details hereunder in order to get it ready for go-live. The location of Call Centre shall be at **location independent**. The Bidder shall provide space for agent area and training of agents for the call centre free of cost. The space should be adequate for seating of staff. The proposed site should have adequate power backup. The Bidder shall provide the blue print of the seating arrangement.

5.1.5 Toll Free Number

The Bidder shall acquire the toll free number in the NIELIT's name. The toll free number should have following features:
- Number should be accessible from any network operators also
- There shall be no call charges for customers calling to this number from any network
- Customer should be able to dial this toll free number from mobile as well as landline

The Bidder shall also procure an additional PRI Line (32 channels) for non toll free number in the name of NIELIT from any Telecom Service Provider other than toll free number to function as alternate number in case of unavailability of the primary toll free number.

The fees paid for the acquisition of the toll free number, non toll free number and applicable rentals shall be reimbursed on actual after submission of relevant bills from the Service Providers. The tariff and rentals charges (for toll free and non toll free number and the telephone lines) negotiated with Telecom Service Provider should be in consultation with NIELIT. The Bidder shall take the approval of NIELIT before finalizing the tariff agreement with the Telecom Services Providers. The non-toll free number shall be used for outgoing calls to students and NIELIT for follow-ups, quality feedback etc. The cost associated for such calls shall be reimbursed by NIELIT based on original bills, invoices and supportings.

5.1.6 Seats

NIELIT CALL CENTRE (NCC) to be set up will follow the per seat model. NCC will be of minimum of 12 seats based on requirement during the agreement period. Initially NCC will be of six seats per shift (twelve in total) only which will be operational throughout the window of operations specified in the Functional & Non-functional Requirement. Bidder shall maintain the above mentioned number of seats as long as there is no additional requirement from NIELIT. If the requirement arises, NIELIT shall give an order for increase or decrease of the number of seats. NCC shall have to ensure increase/ decrease of seats as per the following:

- Temporary increase (or increase during peak hours) shall mean increase for a limited period. It could be for a few months. It could also mean increase during peak hours in a day for any number of days.
- For any temporary increase (or increase during peak hours) in number of seats , 10% of the current number of seats shall be kept as buffer
- Any requirement of permanent increase upto 10% additional seats or temporary increase (or increase during peak hours) beyond 10% but upto 20% of the current number of seats shall have to be catered within 4 weeks from the date of notification of requirement
- In case NIELIT wishes to reduce the number of seats / change an agent, a written/ email communication will be sent to NCC. NCC shall be given a period of one week from the date of receipt of such communication as notice period before exit. NCC would ensure appropriate handover of work from the outgoing agent.
- NCC shall be paid proportionately for the temporary increase (or increase during peak hours) in number of seats for applicable days/months by NIELIT.

5.1.7 Technical Infrastructure

NCC shall procure or use existing site infrastructure as per scope of work defined in the RFP with no additional cost to NIELIT.

- The Servers and Server side infrastructure of the NCC will be collocated at NCC or at a place NIELIT finds suitable.
- Appropriate manpower should be made available at NCC for the configuration and maintenance of CRM/ IVRS/ CTI/ Recording solution. NCC shall be responsible for the uptime and agent area measured against SLA.
- NIELIT shall provide database to NCC
- It will be the responsibility of NCC to provide connectivity between NIELIT HQ and NCC.

5.1.8 Customization and integration of Functions

As part of the NCC, the Bidder will customize and integrate the various applications procured for NCC as per requirement of NIELIT. These functions will include:

Functional Requirements
- (a) Customer Relationship Management application
- (b) Computer telephony integration and Automatic Call Distribution
- (c) Interactive Voice Response System
- (d) Recording Solution
- (e) Call Logger system
- (f) Email Management Solution (Email Threads , Email History, SMS Chat, Outbound compliance)
- (g) Management Information System

Non functional Requirement
- a) User Access Management
- b) Audit Trail
- c) Security
- d) Data Network
- e) Archival
- f) Availability
- g) Scalability
- h) Performance
- i) Workflow
- j) Backup
- k) Antivirus
- l) EMS

The detail is given in Annexures.

Suitable reporting software should be available as part of the above mentioned applications , to generate standard report formats to measure/ verify various SLAs, for monitoring the performance of agents , IVRS , ACD etc NCC has to provide a portal for sharing reports so that the designated officers of NIELIT are able to generate reports at NIELIT's end. The key characteristics of the reports shall include:
- The reports should be in flexible report formats in xls, txt or any other user friendly structure including graphics depending on the request of the NIELIT from time to time.
- Reports should also be available in web-enabled format & should be configurable to be mailed to a defined mailing list at defined interval/period.

5.1.9 Content and SOP preparation

The Bidder will be required to prepare and present before NIELIT, detailed Standard Operating Procedures and content & scripts for at least 2 information and 2 grievance services for UAT and testing purposes before go-live.

Assistance in User Acceptance Testing of the complete solution and incorporation of feedback/ bugs: The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements, standards, specifications and performance. As part of the acceptance testing and certification, the Bidder will be responsible for:

- Preparation and submission of detailed FAT/ UAT plans/ Formats
- Prepare various use cases and scenarios

- Perform hardware and software testing of various components/ modules as per the scope of work and functional requirements specified by NIELIT
- Assist NIELIT in carrying out user acceptance of the solution
- Provide system test cases with results
- Providing appropriate bug reporting and tracking tool
- Rectifying hardware and software issues / bugs reported during testing upto the satisfaction of NIELIT

Final approval/ user acceptance of the system will be given by NIELIT after successful implementation and testing.

5.1.10 Facilitate Security Audit of the system and incorporation of feedback/ bugs

Post UAT and incorporation of its feedback, the Bidder will have to get the entire integrated solution for NCC security audited by GoI empanelled agency and approved by NIELIT. The Bidder will also be responsible for addressing the bugs received in the security audit. The cost towards conducting this security audit should have to be borne by the Bidder.

5.1.11 Go-Live

Go-Live refers the commissioning of the NCC and shall be accomplished when all activities mentioned under Functional & Non-functional Requirements including:
- Hiring, training and floor-readiness of 6 agents per shift (Total of 12 Agents)
- Preparation and validation of content and scripts of services spread across NIELIT
- Setting up (Installation, Testing and Commissioning) of Data Centre hardware and software infrastructure
- UAT (using the toll number procured for the NCC) completion and incorporation of all feedback received during the UAT

5.2 NCC Operations and Management Phase

5.2.1 Period of Operations and Management Phase
Post commissioning, the NCC shall enter the operations and management phase which the Bidder shall have to run as per details given hereunder for two years from go-live. The agreement will be extendable on a year-to-year basis solely at the discretion of the NIELIT on same terms and conditions up to maximum extension of three years beyond the current envisaged two years and as per Para (Change Requests/ Management and Agreement Amendments) of this RFP.

5.2.2 Window of operations
The operating window for NCC shall be from 6 am to 10 pm, 7 days a week and the NCC should maintain the number of agents requested by the NIELIT throughout the window of operations.

NCC shall not be operational on National holidays (on 26th January, 15th August and 2nd October).

5.2.3 Language Capabilities
- NCC should support English and Hindi language to enable access to a greater section of the populace.

- For contacts made via telephone, an IVRS prompt shall provide language options to the caller to facilitate language selection. The Bidder shall ensure that adequate numbers of agents trained in local language are available for providing services.
- Any online interface provided by the Bidder should also support bi-lingual (English and Hindi) capabilities for both display and input. Outbound emails to customers shall be in the language of communication received from the customer. In case language of communication is not known, Hindi will be the default language. All types of SMS (inbound and outbound) shall be supported in Hindi and English languages.

5.2.4 Content Management

Content creation and management is the backbone of any call centre. The Bidder will create, maintain, update and validate the scripts from the data for the purposes of facilitating the same to its agents. These scripts shall be considered for real-time student interaction usage only after approval from the respective NIELIT Centres.

Content Management shall entail the following activities on the part of Bidder:

a. **Content Creation:** Content creation refers to the conversion and transformation of the identified information and data in pre-defined formats. Once the data transfer is completed from the NIELIT's end, this data shall be processed at NCC level for conversion in pre-defined formats, usually in script form, which shall be utilized by NCC Agents during service delivery to students. During data processing, it shall be ensured by Bidder that sanctity of data is maintained and no change in data content is done.

b. **Content Update and Modification:** Bidder must ensure periodic update of content. Any update intimated by the NIELIT must be incorporated within 2 days of such intimation. Bidder must also ensure preparation of FAQs on the basis of frequent service requests experienced at NCC; the same shall be incorporated in the content every 15 days.

c. **Content Validation:** Bidder must ensure validation and formal vetting of scripts (including FAQs) generated and updated on the basis of content received from NIELIT before its use for real-time citizen interaction. The manner and frequency of validation shall be decided during discussions with NIELIT. The Bidder shall submit the script / content related to the services to NIELIT and take formal approval either through email / written communication. NIELIT shall facilitate and help Bidder in seeking timely approval from its Centres.

5.2.5 Call Management

NCC will be accessible by the customers on the designated number and email address. The calls initiated from any phone number/ operator to the designated number shall land in the NCC. An indicative call flow is provided in the RFP document. The Bidder will be required to prepare the Standard operating procedures (SOP) for various call types received through various channels and for each service to be delivered from the NCC. The list of standard operating procedures to be prepared includes, but not limited to, the following:

- SOP for handling voice, SMS and E-mail channels for both information and grievance requests

- SOP for call closure including follow-up with Centres
- SOP, scripts and escalation matrix for each service to delivered through NCC

5.2.6 System Maintenance post Go-Live

The Bidder shall be responsible for NCC solution and infrastructure maintenance during the operations and maintenance phase which shall include:
- Annual Technical Support Services including application patch, updates and deployment
- Application Customization (including IVR Tree expansion)
- Maintenance of IT Infrastructure and support systems
- Helpdesk Management
- Preventive Maintenance Services
- Corrective Maintenance Services
- Configuration Maintenance Services
- Network Management Services
- Asset Management Services
- Overall responsibility for smooth operations of the complete NCC ecosystem

5.2.7 Monitoring

A facility should be available for NIELIT's monitoring team, external & internal auditors to periodically inspect the functioning of Call Center. The monitoring team should be able to access all sub-systems/ servers), records, security measures including data & software back-ups, firewalls, anti-virus software updates etc.

For monitoring, audit and quality assurance purposes, 100% call recording should be done and such recordings should be stored for a period of 180 days from the date of recording. **Bidder shall provide the recorded log to the NIELIT every half-yearly via compatible medium.** Additionally, Bidder should provide facility to remotely monitor performance on all agents and also of all the applications provided by the system i.e. real- time ACD statistics, calls in queue, number of agents logged in, number of agents abandoned answered calls, query of the call logs of a particular customer etc. by designated Call Center Coordinator or Call Center in-charge. Bidder should generate and submit to NIELIT, periodic MIS and SLA reports as per the format and frequency decided by NIELIT.

5.2.8 Manpower Requirements

a) The Bidder will be responsible for providing manpower for the number of seats. The Bidder should keep provision for staff (incl buffer staff, if any) in such a way that the SLAs specified are maintained.

b) The Bidder will have to ensure availability of below mentioned staff on a full time basis at NCC:
    i. The Bidder shall provide agents as specified.
    ii. The Bidder shall provide 1 Coordinator per shift.
    iii. Based on need, requirement for software developers may arise for customization and/ or integration requirements at NCC.
    iv. While the Bidder will be paid on the basis of seats specified it shall also have to ensure the additional staff such as team leads, trainers, quality team etc from time to time in order to effectively run the NCC operations within the prescribed SLAs.

c) The Bidder will be liable to adhere to all the labour laws and any other laws as may be applicable (bidder shall submit an undertaking to this effect). NIELIT's monitoring team, external & internal auditors may periodically inspect the records pertaining to staff of the Call Center deployed at NCC. Any violation in this regard will empower NIELIT to terminate the agreement. There will not be any employer-employee relationship between NIELIT and staff of Bidder. As such, the Bidder's personnel, employees, agents, etc, should have no authority or right to bind NIELIT in any manner. It is also clarified that the personnel employed by the Bidder will be exclusively the employees of the Bidder, will be supervised directly and controlled by the Bidder or its representative, shall be governed by terms of the Bidder's employment and should have no relationship with NIELIT. The Bidder shall be responsible and liable in the event of any adverse claims of whatsoever nature made on NIELIT by the employees of the Bidder.

d) If it is observed by NIELIT that an Agent/ Team Leader has misbehaved with a caller on telephone, or if complaint is received against any of the Agent/ Team Leader or if his/ her performance is found to be lacking in the opinion of NIELIT, NIELIT may instruct the Bidder to replace such person from the NIELIT's Call Center.

5.2.9 Training

a) Bidder should make arrangements for imparting proper training in soft skills, language skills, call handling via different channels, training on CRM terminals, content based training etc. so as to prepare the agents to answer different types of queries, and on other appropriate aspects of contact centre services.

b) Bidder shall ensure that all the agents are put on live customer interactions only after providing them sufficient training. All training costs are Bidder's responsibility.
c) NIELIT has the right to attend any training session and/or conduct a training test for agent/s.

The following activities have not been included in the scope of the Bidder currently. However, based on future requirements, the Bidder may be asked to undertake one or more of the following activities:
- Integration of the existing NIELIT's Examination with NCC
- Any other related activity which is not a part of scope of work above

5.3 NIELIT's Responsibilities

The ability of the Bidder to accomplish its scope of work, as specified above, depends on NIELIT Centres fulfilling their responsibilities/ obligations towards the project. Their responsibilities are mentioned below:

a) NIELIT Centres have following responsibilities which shall include but not limited to:
- Finalization and formalization of agreement and contract with the selected Bidder
- Coordinate and facilitate interactions between the NIELIT Centres and Bidder for NCC implementation
- Facilitate administrative readiness
- Facilitate necessary MoU / agreements with Bidder for defining service levels for identified services, overseeing service level adherence, implementation and sustainability of the project and subsequent all centres rollout
- Approval of toll-free number, the service provider and the rate plan

- Identification of NIELIT Centres and services to be included in NCC along with the service roll out plan
- Coordinate with participating NIELIT Centres and oversee the process changes which would be required from NIELIT Centres' end for enabling the service delivery through NCC
- Project Management, Monitoring and Evaluation as per SLAs defined in the contract / agreement with Bidder
- Periodic review of the project progress, identification of risks and guidance on risk mitigation including preparation of monthly status reports and quarterly review of NCC performance against the benchmarked SLAs
- Coordination with multiple stakeholders for resolution of issues and challenges identified during the project implementation phase and post implementation phase
- NIELIT shall also ensure necessary facilitation for content generation / creation / update of records for undertaken services and authentication of the same by the participating NIELIT Centres. Post conversion, this shall be authenticated and validated by the participating NIELIT Centres and service owners for all the NCC services.
- Provide email access to the agents.

b) Participating NIELIT Centres

Participating NIELIT Centres shall be under the supervision of NIELIT HQ. Once the NIELIT Centres agree and accept to participate in the NCC, these NIELIT Centres shall ensure the following:

- Appointment of a Nodal Officer as SPOC (Single Point of Contact) for NCC coordination with HQ & other NIELIT Centres
- Identification and finalization of services to be delivered through NCC in conjunction with NIELIT
- Ensure the required support for enabling the identified service to be launched through NCC. This shall include the following steps:
    o Content Creation
    o Content Validation – NIELIT Centres shall be responsible for validating all the data related to its services including the scripts
    o Periodic/ need based Data Update & Modification
    o NIELIT Centres shall be responsible for updating the data regularly, deleting or removing irrelevant data and adding new data
    o Sharing of information updates (as applicable for complaint traversal)
- Information dissemination: Promote usage of NCC through its own media, channels, campaigns
- Processing of service requests routed through NCC in a time bound manner

5.4 Project Milestones & Time Schedule

It is envisaged that the NCC go-live shall be accomplished by the Bidder within 12 weeks from the date of issuance of work order to the Bidder and shall include delivery of following:

<div align="center">TABLE-1</div>

NCC Go-Live	5.1.4	Site Preparation Plan (with layout blueprint)
	5.1.5	Toll free number selection and plan Finalization
	5.1.8	Solution deployment, Integration and customization report
	5.1.9	Content Development and SOP Preparation
	5.1.10	User Acceptance Testing, Security Audit
	5.1.11	Go-Live Certificate
Operations & Maintenance Phase	Annexure-I& II	SLA Reports MIS reports

Chapter 6

Bidding Procedure

6.1 Sale of Tender/ Bidding Document

The complete bidding document shall be available on the websites for the period as specified in the RFP. The prospective bidders are permitted to download the bidding document from any of the specified websites but must pay the cost of tender/ bidding document while submitting the bids.

6.2 Clarifications to the Bidding/ Bid Document

a) If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the tendering authority and get clarifications. He may do so by contacting the tendering authority in writing at the tendering authority's address indicated in the RFP.

b) The Tendering authority will respond, either in writing or will upload the details on the websites mentioned in the RFP, to any request for clarification, provided that such request is received no later than 2 Days after the Pre-bid Meeting. All the prospective bidders must submit the prescribed RFP/ Tender Fee before submitting any such requests to the Tendering authority.

c) The Tendering authority shall forward copies of its response to all Bidders who have purchased the Bidding Document directly from it and shall also place it on the website, including a description of the inquiry but without identifying its source.

d) Should the Tendering authority deem it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing a revised bidding document and/ or Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective bidders to take into account the amendment.

e) Post-bid clarifications, if any, will be sought only once. Hence, bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the bid/ documents submitted and no new documents shall be accepted.

6.3 Pre-bid Conference/ Meeting

a) The bidder or its official representative (not more than two representatives per bidder) is invited to attend the pre-bid meeting as per the details specified in RFP. The objective of this meeting is to address the generic queries of the prospective bidders related to the Project/ bidding document.

b) The pre-bid conference / meeting will be held on the Date mentioned in the RFP and the bidders may submit their pre-bid queries. Bidders having purchased the bidding document are welcome to attend the pre-bid meeting, even if they do not have any specific queries. Tendering authority shall respond to the queries and submit the response on the websites given in the RFP.

c) As a result of discussions in the pre-bid conference, if modifications in the bidding document, specifications of services and/ or goods are considered necessary, they may be done by issuing an addendum/ corrigendum and its copies shall be sent through Email/ post to all the bidders having

purchased the bidding document. The corrigendum/ addendum and the Final bidding document will be placed on the websites as specified in the RFP.

d) The tendering authority reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it shall be inappropriate to do so or do not find any merit in it.

6.4 Amendment of Bidding Document

a) At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/ Addendum

b) Any Corrigendum/ Addendum issued shall be a part of the Bidding document and shall be communicated to all, either in writing or by uploading the details on the websites mentioned in the RFP.

c) To give prospective Bidders reasonable time in which to take a Corrigendum/ Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.

d) Any change in date of submission and opening of bids shall be published in appropriate manner including the websites mentioned in the RFP.

6.5 Documents comprising the Bid
a) A two stage-Two envelope/ cover system shall be followed for the Bid
- Technical bid (including the eligibility & technical documents)
- Financial bid

b) Technical bid shall include the following documents: -

S.NO.	DOCUMENT TYPE	DOCUMENT FORMAT
1	Covering Letter – Technical Bid	On bidder's letter head duly signed by authorized signatory
2	RFP/ Tender Fee	Original Fee Receipt
3	Earnest Money Deposit (EMD)	Original Demand Draft
4	Requirements Compliance Sheet	As per Annexure IV
5	Tender Form	As per Annexure-V
6	Bidder's Authorisation Certificate	As per Annexure-VI
7	Self-Declaration – No Blacklisting	As per Annexure-VII
8	Eligibility Documents (As per Para 4.1)	• Documentary evidence of turnover of minimum 50 Lacs each in last three years (Last three years Balance Sheet) • List of similar works executed during the last three years • Attested copies of VAT, Service Tax, Registration No., Income Tax Return, PAN & TIN.
9	Certificate of conformity/ no deviation	As per Annexure- VIII

c) Commercial bid shall include the following documents: -

S.NO.	DOCUMENT TYPE	DOCUMENT FORMAT
1	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory
2	Price Bid	As per Annexure-IX
3.	Performa of Performance Bank Guarantee (PBG)	As per Annexure X (only for successful bidders i.e. 10% of the Total agreed/ ordered project value.)

The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the bid and in the prescribed format only. Non submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the bid proposal submitted by the bidder .Post-bid clarifications, if any, will be sought only once. Hence, bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place. Also clarifications shall be sought only for the bid/ documents submitted and no new documents shall be accepted.

6.6 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the tendering authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.7 Language of Bids

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the tendering authority, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

6.8 Bid Prices

a) Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The price quoted shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, unless specifically asked for separately or excluded. Revision in taxes/ duties including VAT and Service Tax shall be on account of the tendering authority if they have been asked for separately in the financial bid and are not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder.

b) All the prices should be quoted only in Indian Rupees (INR) Currency.

c) Prices/ Rates shall be written both in figures and words, as applicable.

6.9 Annual Turn Over
   a) The Bidder should have annual turnover as per Eligibility Criteria.

   b) Copies of audited balance sheets/ annual reports of last three financial years and CA Certificate should be enclosed.

6.10 Period of Validity of Bids
   a) Bids shall remain valid for the period as specified in RFP, after the bid submission deadline date prescribed by the tendering authority. A bid valid for a shorter period shall be rejected by the tendering authority as nonresponsive bid.

   b) In exceptional circumstances, prior to the expiration of the bid validity period, the tendering authority may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period.

6.11 Earnest Money Deposit (EMD)
   a) Every bidder, if not exempted, participating in the bidding process must furnish the required EMD as specified in the RFP.

   b) EMD of a bidder lying with NIELIT in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The EMD originally deposited may, however, be taken into consideration in case bids are re-invited.

   c) Form of EMD: The EMD may be deposited in the shape of demand draft in favour of " NIELIT New Delhi " Payable at New Delhi.

   d) Refund of EMD: The EMD of unsuccessful bidders shall be refunded within 90 days after final acceptance of bid and award of contract agreement without any interest thereon.

   e) Forfeiture of EMD/ Performance Security: The EMD taken from the bidder shall be forfeited in the following cases:-
   - When the bidder withdraws or modifies his bid proposal after opening of bids.
   - When the bidder does not execute the agreement after placement of order within the specified time.
   - When the bidder fails to provide the service as per purchase/ work order within the time prescribed.
   - When the bidder does not deposit the performance security after the purchase/ work order is placed.
   - To adjust any dues against the firm from any other agreement with NIELIT.

6.12 Deadline for the submission of Bids
   a) Bids must be submitted by the bidders as indicated in the RFP or at subsequent Corrigendum, if any.

   b) Normally, the date of submission and opening of bids shall not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as a result of discussions in pre-bid conference and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by Managing Director, NIELIT and due publicity to such change in date of submission of bids shall be given. In such cases, it shall be ensured that after issue of corrigendum, reasonable time is available to the bidders to prepare and submit their bids. Any change in date of submission and opening of bids shall also be placed on the respective websites immediately. However, if the modifications in bidding

document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.

c) The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter would be subject to the deadline as extended.

6.13 Format and Signing of Bid

a) The bid forms/ templates/ annexures etc., wherever applicable, shall be legible and shall be signed (all the pages) by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization from the authorised person, accompanied with a board resolution, in case of a company/ power of attorney as per RFP.

b) Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed by the authorized person signing the bid.

c) The bid, duly signed by authorised signatory, should reach NIELIT HQ in respective format.

d) Bids received by any other means shall not be accepted.

e) If bids are not submitted as per the details mentioned in this bidding document, the tendering authority shall reject the bid.

6.14 Withdrawal and Re-submission (Substitution) of Bids

a) If permitted by the tendering authority, a Bidder may withdraw its bid or re-submit its bid (technical and/ or financial cover)

b) Bids withdrawn shall not be opened and processed further.

6.15 Bid Opening/ Opening of Tenders

a) The Bid opening/opening of Tender is a critical event in the bidding process which will be executed by the designated Tender Committee.

b) The Tender Committee shall open the bid at the address, date and time specified in the RFP.

c) All the bids received up to the specified time and date in response to all the bid inquiries shall be opened by the members of the designated Tender Committee at the specified place, date and time in the presence of bidders or their authorized representatives who may choose to be present

d) All the documents comprising of technical bid/ cover shall be opened (only for the bidder's who have submitted the prescribed fee(s) to NIELIT.

e) All the technical bid covers, except the Commercial/ Financial cover, shall be opened one at a time, and the following read out and recorded:

> The name of the bidder; the presence of the NIELIT RFP / Tender fee, EMD and any other details as the tendering authority may consider appropriate.

f) The Tendering authority shall prepare a record of the bid opening that shall include, at a minimum:

The name of the bidder and the presence or absence of RFP/ Tender fee, and EMD. The bidder's representatives who are present shall be required to sign the attendance sheet.

g) The Commercial/ Financial cover of the Bidders who qualify in the evaluation of Technical bids shall be opened on the date and time to be intimated to such bidders.

6.16 Selection method

The selection method is least cost based (L1). The eligible bidders whose bids are determined to be substantially responsive shall be considered to be qualified in the Technical Evaluation, unless disqualified, and shall be informed in either in writing and NIELIT website about the date, time and place of opening of their financial bids.

6.17 Guiding Principles for Evaluation of Bids

a) The tendering authority shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.

b) The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications and proposed solution submitted by the bidder.

c) A bidder shall be considered to be eligible if it meets the eligibility criteria as mentioned in the RFP.

d) A responsive bid shall be the one that meets the requirements of the bidding document including the Technical Evaluation criteria, if any, without material deviation, reservation, or omission where: -
    (i) "Deviation" is a departure from the requirements specified in the bidding document;
    (ii) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
    (iii) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
e) A material deviation, reservation, or omission is one that, if accepted, shall: -
    (i) Affect in any substantial way the scope, quality, or performance of the Related Services specified in the bidding document; or
    (ii) Limits in any substantial way, inconsistent with the bidding document, the tendering authority's rights or the bidder's obligations under the proposed agreement; or
    (iii) If rectified, shall unfairly affect the competitive position of other bidders presenting responsive bids.

f) Provided that a bid is substantially responsive, the tendering authority -
    (i) May waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission.
    (ii) May request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
    (iii) Shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in pre-qualification and Evaluation Criteria of this bidding document.

6.18 Evaluation of Technical Bids

a) The Technical Evaluation shall be completed by the designated Tender Committee as early as possible after opening of technical bids. It shall examine the technical bid including the eligibility documents.

b) Technical Evaluation: Bids of organizations which are eligible as per RFP will be considered for the Technical Evaluation. Technical Evaluation will consist of examination of EMD, RFP/ Tender fee and technical documents mentioned in RFP.

c) The firms which could not qualify in Technical Evaluation will be informed about this fact. Their financial bid will be returned unopened and EMD refunded after completion of the bid process i.e. award of the contract agreement to the best/ successful bidder.

6.19 Evaluation of Financial Bids

a) The financial bids/ cover of bidders who qualify in Technical Evaluation shall be opened at the notified time, date and place by the members of the designated Technical Committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process at website.

b) The process of opening of financial bids/ covers shall be similar to that of technical bids.

c) The names of the firms and the rates given by them shall be read out and recorded in tender opening register.

d) To evaluate a bid, the tendering authority shall consider the following: -
- The bid price as quoted in accordance with bidding document
- Price adjustment for correction of arithmetic errors in accordance with bidding document.

e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.

6.20 Clarification of Bids

a) To assist in the examination, evaluation, comparison and post qualification of the bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority's request for clarification and the response shall be either in writing or by uploading the details on the websites mentioned in the RFP.

b) Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the tendering authority shall not be considered.

c) No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.

6.21 Correction of Arithmetic Errors

Provided that the bid is substantially responsive, the competent Technical Committee shall correct arithmetical errors on the following basis: -
a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the total price shall be corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of

the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

6.23 Comparison of bids and determination of the best value bid
The tendering authority shall compare responsive bids of all eligible bidders to determine the best value bid, in accordance with the evaluation criteria given in this RFP.

6.24 Disqualification
Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder: -
- Has not submitted the bid in accordance with the bidding document.
- Has submitted bid without submitting the prescribed RFP/ Tender Fee, EMD, or the Bidder's authorisation certificate/ Power of Attorney.
- Has imposed conditions in his bid.
- During validity of the bid or its extended period, if any, increases his quoted prices.
- Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- Has failed to provide clarifications related thereto, when sought.
- Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

6.25 Acceptance of the Tender/ Bid and Notification of Award
a) Prior to the expiration of the period of bid validity, the tendering authority shall notify the successful bidder, in writing, that its bid has been accepted.

b) The tendering authority shall award the Contract agreement to the bidder whose proposal/ bid has been determined to be the best value bid.

c) Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.

d) As soon as a bid is accepted by the tendering authority, its written intimation shall be sent to the concerned bidder. If the issuance of formal Work Order is likely to take time, a Letter of Intent (LOI) may be sent in the meanwhile. In the same intimation the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value and deposit the amount of prescribed performance security deposit within 15 days from the date of issue of acceptance.

e) The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder.

f) The acceptance of the bid shall also be placed on website of NIELIT for general information to all.

g) The EMD of the bidders whose bids could not be accepted shall be refunded soon after the agreement with the successful bidder is executed and his performance security deposit is obtained. Until a formal agreement is prepared and executed, the notification of award shall constitute a binding agreement.

6.26 Confidentiality

a) Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract agreement award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.

b) Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract agreement award decisions may result in the rejection of his bid.

c) From the time of bid opening to the time of agreement award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

6.27 Conflict of Interest

a) NIELIT considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of NIELIT's Procurement Ethics requirement that bidders, suppliers, and contractors under agreements, observe the highest standard of ethics, NIELIT will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any tender process. Consequently all bidders found to have a conflict of interest shall be disqualified.

b) A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/ RFP for the procurement of the services that are the subject matter of the bid.

c) It may be considered to be in a conflict of interest with one or more parties in the bidding process:-
    (i) if they have controlling shareholders in common; or
    (ii) it receives or have received any direct or indirect subsidy from any of them; or
    (iii) they have the same legal representative for purposes of the Bid; or
    (iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.

6.28 Tendering authority's Right to Accept / Reject any or all of the Bids

The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract agreement award, without thereby incurring any liability to the bidders.

6.29 Right to Vary Quantities

At the time the agreement is awarded, the quantity of related Services originally specified in the bidding document may be increased or decreased but without any change in the unit prices or other terms and conditions of the bid and the bidding document.

6.30 Repeat Orders

Repeat orders may also be placed with the consent of the supplier/ selected bidder on the rates and conditions given in the bidding document. In such a case, the delivery/ completion period will also be proportionately increased.

6.31 Signing of Agreement

Promptly after notification of award, the tendering authority shall send to the successful bidder the Contract Agreement within fifteen (15) days of receipt of the Letter of Intent/ Work Order from the tendering authority, the successful bidder shall sign, date, and return the Contract Agreement to the tendering authority.

6.32 Performance Bank Guarantee (PBG)

Within fifteen (15) days of the receipt of notification of award from the tendering authority, the successful Bidder shall furnish the Performance Bank Guarantee (PBG) equivalent to 10% of the Contract value. Failure of the successful bidder to submit the aforementioned PBG or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation/ termination) of the award and forfeiture of the EMD. In that event the tendering authority may award the Contract to the next best value bidder whose offer is valid and substantially responsive and is determined by the tendering authority to be qualified to perform the Contract satisfactorily.

6.33 Reservation of Rights

To take care of unexpected circumstances, NIELIT reserves the rights for the following:-
a) Extend the closing date for submission of the bid proposals.

b) Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders and on the respective websites.

c) Allow a bidder to change its technical proposal if the same opportunity is given to all bidders but before the opening of financial bids.

d) To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles/ services for which bid has been invited or distribute items of stores/ services to more than one bidder.

e) Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.

f) Seek the advice of external consultants to assist NIELIT in the evaluation or review of proposals.

g) Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.

h) Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

6.34 Monitoring of Contract

a) An officer or a committee of officers named Tender Committee (TC) may be nominated by tendering authority to monitor the progress of the contract during its delivery period.

b) During the delivery period the TC shall keep a watch on the progress of the contract.

c) If delay in delivery of service is observed a performance notice shall be given to the selected bidder to speed up the delivery.

d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the tendering authority through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of tendering authority.

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

a) "Contract" means the Agreement entered into between the NIELIT and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

d) "Day" means a calendar day.

e) "Delivery" means the transfer of the services from the successful/ selected bidder to the NIELIT in accordance with the terms and conditions set forth in the Contract.

f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.

g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the NIELIT under the Contract.

h) "NIELIT" means the entity purchasing the related services, as specified in the bidding document.

i) "Related Services" means the services incidental to the supply of the services, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.

j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the services to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.

k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the NIELIT and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.

l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Chapter 7
General Conditions of the Bid

7.1 Income Tax and VAT Registration and VAT Clearance Certificate

No Dealer who does not hold a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) from Income Tax department, GoI and who is not registered under the Sales Tax Act prevalent in the State where his business is located shall bid.

7.2 Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

7.3 Interpretation

a) Entire Agreement: The Contract constitutes the entire agreement between the NIELIT and the Supplier/ selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

b) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

c) Non-waiver: No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

d) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

e) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

7.4 Language

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the NIELIT, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

7.5 Joint Venture, Consortium or Association

Bidder cannot form or involve in any type of Joint venture/consortium or association for submitting the bid.

7.6 Notices

a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.

b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7.7 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the State/ the Country (India), unless otherwise specified in the contract.

7.8 Contract Price

a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

7.9 Taxes & Duties

All taxes leviable by GoI shall be charged accordingly.

7.10 Performance Security (PS)(PBG)

a) In case of successful/ selected bidder, the EMD will be adjusted in arriving at the amount of the Performance Security.

b) The successful/ selected bidder shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security of for the due performance of the Contract and should be for an amount of ten percent of the value of contract.

c) The proceeds of the Performance Security shall be payable to the NIELIT as compensation for any loss resulting from the successful/ selected bidder failure to complete its obligations under the Contract.

d) Refund of Performance Security: The Performance Security shall be refunded within one month from the successful completion of services as per work order.

e) Forfeiture of Performance Security: Performance Security shall be forfeited in the following cases:-
      1) When any terms and condition of the contract is breached.
      2) To adjust any dues against the firm from any other contract with NIELIT.

f) No interest will be paid by NIELIT on the amount of EMD and Performance Security.

g) Proper notice will be given to the Selected Bidder with reasonable time before EMD/ Performance Security is forfeited.

h) Forfeiture of EMD/ Performance Security shall be without prejudice to any other right of NIELIT to claim any damages as admissible under the law as well as to take such action against the Selected Bidder such as severing future business relation or black listing, etc.

7.11 Copyright

The copyright in materials containing data and information furnished to the NIELIT by the Selected Bidder herein shall remain vested in the Selected Bidder, or, if they are furnished to the NIELIT

directly or through the Selected Bidder by any third party, the copyright in such materials shall remain vested in such third party.

7.12 Confidential Information
a) The NIELIT and the Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The NIELIT shall not use such documents, data, and other information received from the selected Bidder for any purposes unrelated to the Contract. Similarly, the Selected Bidder shall not use such documents, data, and other information received from the NIELIT for any purpose other than the services required for the performance of the Contract.

c) The obligation of a party under sub-clauses above, however, shall not apply to information that:-
    1) NIELIT or Selected Bidder need to share with NIELIT or other institutions participating in the Contract;
    2) now or hereafter enters the public domain through no fault of that party;
    3) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
    4) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

d) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

e) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

7.13 Sub-contracting
a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of NIELIT/ Tendering Authority.

b) If permitted, the selected bidder shall notify the NIELIT, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

c) Subcontracts shall comply with the provisions of bidding document and/ or contract.

7.14 Specifications and Standards
1) The services provided under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards.

2) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the NIELIT and shall be treated in accordance with the general conditions of the contract.

7.15 Extension in Delivery Period and Liquidated Damages (LD)

a) Except as provided under clause "Force Majeure", if the selected bidder fails to deliver any or all of the Services within the period specified in the Contract, the NIELIT may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the NIELIT may terminate the Contract pursuant to clause "Termination".

b) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.

c) The completion period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the selected bidder. In such a case:

    1) The selected bidder shall request in writing to the NIELIT giving reasons for extending the delivery period of service, if he finds himself unable to complete the service within the stipulated delivery period or is unable to maintain prorate progress in the service delivery. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of service after which such request shall not be entertained.

    2) The NIELIT shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that, and recommends the competent authority on the period of extension which should be granted with or without liquidated damages.

    3) Normally, extension in delivery period of service may be considered without liquidated damages when delay has occurred due to delay in supply of plans etc. If these were required to supplied by NIELIT as per terms of the contract.

    4) It shall be at the discretion of the concerned authority to accept or not to accept the services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered service.

    5) If NIELIT is in need of the services rendered, after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

d) In case extension in the commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the selected bidder has failed to supply or complete : -

Delay in Go-Live: In case of delay in go-live beyond the timeline specified in Para 5.4 under Scope of Work, liquidated damages shall be applicable on one equated quarterly payment for operating expenditure (Table 1)

Delay of more than one week of the prescribed timeline of Go-live 2.5 %
Delay of more than two weeks of the prescribed timeline of Go-live 5.0 %
Delay of more than three weeks of the prescribed timeline of Go-live 7.5 %
Delay of more than four weeks of the prescribed timeline of Go-live 10.0 %

1) Fraction of a week in reckoning period of delay in successful completion of work shall be treated as week.
2) The maximum amount of liquidated damages shall be 10% on equated quarterly payment

7.16 Authenticity of Services
Services accepted by the NIELIT in terms of the contract shall in no way dilute NIELIT's right to reject the same later, if found deficient in terms of the this clause of the contract.

7.17 Patent Indemnity
The selected bidder shall, subject to the NIELIT's compliance , indemnify and hold harmless the NIELIT and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the NIELIT may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of agreement.

7.18 Limitation of Liability
a) Except in cases of gross negligence or willful misconduct neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the selected bidder to pay liquidated damages to the NIELIT; and

b) The aggregate liability of the selected bidder to the NIELIT, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the selected bidder to indemnify the NIELIT with respect to patent infringement.

7.19 Changes in Laws & Regulations
Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed, the same shall be applicable.

7.20 Force Majeure
a) The selected bidder shall not be liable for forfeiture of its PBG, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the selected bidder. Such events may include, but not be limited to, acts of the NIELIT in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the selected bidder shall promptly notify the NIELIT in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by NIELIT, the selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the NIELIT, the NIELIT may take the case with the selected bidder on similar lines.

7.21 Termination
a) Termination for Default
> 1) The tender sanctioning authority of NIELIT reserves the right to, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part:
>> a) If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by NIELIT; or
>>
>> b) If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
>>
>> c) If the selected bidder, in the judgment of the NIELIT, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract; or
>>
>> d) If the selected bidder commits breach of any condition of the contract; or
>>
>> e) If the total penalty levied on the Bidder in a quarter exceeds 10% of total billing in that quarter
>
> 2) If NIELIT terminates the contract in whole or in part, amount of PBG and due payment if any, may be forfeited.
>
> 3) Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency
NIELIT may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to NIELIT.

c) Termination for Convenience

> 1) NIELIT, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the NIELIT's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
>
> 2) Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

7.22 Settlement of Disputes
a) General: If any dispute arises between the selected bidder and NIELIT during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the selected bidder on the

points of dispute. The representation so received shall be examined by the concerned Tender Committee which sanctioned the tender. The Tender Committee may take legal advice of a counsel and then examine the representation. The selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the selected bidder.

b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Technical Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than ₹ 50,000/-. The empowered standing committee shall consist of following members: -
> Managing Director of NIELIT: Chairman
> Additional Director (Technical), NIELIT: Member
> Chief Finance Officer, NIELIT: Member
> A Legal Expert to be nominated by the Chairman: Member

c) Procedure for reference to the Standing Committee: The selected bidder shall present his representation to the Managing Director, NIELIT along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Committee. The officer-in-charge of the project who was responsible for taking delivery of service from the selected bidder shall prepare a reply of representation and shall represent the NIELIT's stand before the standing committee. From the side of the selected bidder, the claim case may be presented by the selected bidder or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the selected bidder and NIELIT. The standing committee, if it so decides, may refer the matter to the Governing council of NIELIT for further decision.

d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding the contract shall be settled only by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

7.23 Payment Terms and Schedule

The payments to be made to the Bidder will be on quarterly payments on per seat basis. It is envisaged that the IT infrastructure and applications deployed at the NCC shall be procured by the Bidder at his own expenses. The payment schedule is as per the following table:

S.No.	Deliverables	Payment %
1.	Site preparation , Solution implementation , Integration, content development and customization of reports User acceptance testing Security Audit Go-live certificate Three months of successful operations post go-live	1st quarter Payment per Seat
2.	SLA Reports MIS Reports	

The first quarter will start from the date of go-live. Payments to the bidder shall be made after successful completion of the quarter and submission of SLA reports as decided by NIELIT.

- The selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, related services performed, and by the required documents pursuant to conditions of the contract including SLA reports and MIS reports and upon fulfillment of all the obligations stipulated in the agreement.
- Receipts of rentals and charges (both toll-free and tolled) will be submitted for examination and reimbursement.
- The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees (INR) only.
- All remittance charges will be borne by the selected bidder.
- Advance payments will not be made. Any penalties and liquidated damages and/or penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the due payments

7.24 Service Levels

a. Service Level Requirements

Service Level Agreements (hereinafter referred to as SLA) shall play an important role in defining the Quality of Services (QoS) for NCC that shall govern the level of service provided by the Bidder. The SLA defined below provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The SLAs shall be tracked on a periodic basis and are envisaged to have penalty clause on non-adherence to any of them. The Bidder shall submit reports on all the SLA and KPI parameters to the NIELIT in accordance with the specified formats and reporting periods and provide clarification, if required.

The present SLAs have been worked out on the basis of current expectation. SLA between the NIELIT and Bidder can be revised after the start of operations at NCC in view of the experience gained.

b. Service Level Agreement Applicability

A joint agreement and sign-off on the precise definition and reporting mechanism for each SLA shall be done within 30 days from date of signing of contract. It must be noted that these SLA parameters are applicable only to Informational and grievance service requests (applicable for both voice and email) which shall be made available in the first two year of operations. SLA parameters applicable on Transactional services shall be defined between Bidder and the NIELIT as and when the NIELIT decides to make transactional services available at NCC. However, for the first three months from the date of go-live no penalty shall be imposed on the Bidder for any SLA defaults mentioned in order to facilitate stabilization of operations. The experience gained during this period will be used to fine tune the SLAs, including parameters, targets and penalties, if required.

c. Service level Agreement (SLA) Parameters

The following are the indicative Service Level Agreement Parameters (SLAP) (including targets, penalties etc.) for providing Call centre services for NCC.

List of SLAPs
       a) System Uptime (Voice response available to customer)
       b) Average Speed to Answer (ASA)
       c) Average Call abandonment rate (unanswered calls by operators)
       d) Call Quality Score
       e) Customer satisfaction (voice to voice and IVRS)

f) Average handle time (AHT)
g) Email Turnaround Time
h) IVRS updation time
i) Content Updation
j) Agent Placement

SLA calculations shall not take into account downtimes which are attributable to reasons beyond the control of the Bidder like SDC downtime.

d. SLA Change Control
a) General
It is acknowledged that SLAs may change as NCC system evolves over the course of the contract period. This document also defines the following management procedures:

i. A process for negotiating changes to the SLA

ii. An issue management process for documenting and resolving difficult issues.

iii. NIELIT and Bidder management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management. Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this SLA and subsequently, the Contract. If there is any confusion or conflict between this document and the Contract, the Tender and its addenda, the Contract will supersede.

b) SLA Change Process
The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be processed by either party. The Bidder can initiate an SLA review with NIELIT. Normally, the forum for negotiating SLA changes will be NIELIT's monthly meetings. Unresolved issues will be addressed using the issue management process.

7.25 Change Requests/ Management and Contract Amendments

a) The NIELIT may at any time order the selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following:

i) Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by NIELIT.

ii) Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analyzed and documented by the bidder.

iii) Approval or disapproval of the change request –NIELIT will approve or disapprove the change requested including the additional payments for software development (customization of the applications as per requirement).

NIELIT may ask the Bidder to deploy software development resources to another location to address specific requirements.

Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the bidder.

Verification of the change - The change will be verified by NIELIT on implementation of the change request. All changes outside the scope of services agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by bidder only after securing the express consent of NIELIT. In the event that the consent of NIELIT is not received then the change will not be carried out.

b) Prices to be charged by the selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected bidder for similar services.

c) If any such change outside the scope of services agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract Price or Delivery Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the NIELIT's change order.

7.26 Exit Management

a) Preamble

i. The word 'parties' include the tendering authority and the bidder.

ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.

iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule. The products and technology delivered to NIELIT during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by bidder to other locations apart from the locations mentioned in the this bid document without prior written notice and approval of NIELIT. Supplied software & documents etc., used by bidder for NIELIT shall be the legal properties of NIELIT.

b) Cooperation and Provision of Information

i. During the exit management period the bidder will allow NIELIT or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable NIELIT or its nominated agencies to assess the existing services being delivered.

ii) The bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and Scope of Work relating to any material aspect of the services provided by the bidder. NIELIT or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The bidder shall permit NIELIT or its nominated agencies and/ or any

Replacement Operator to have reasonable access to its employees and facilities as reasonably required by NIELIT or its nominated agencies to understand the methods of delivery of the services employed by the bidder and to assist appropriate knowledge transfer.

c) Confidential Information, Security and Data

i. The bidder will promptly on the commencement of the exit management period supply to NIELIT or its nominated agencies the following:
- Documentation relating to Intellectual Property Rights;
- Project related data and confidential information;
- All current and updated data as is reasonably required for purposes of NIELIT or its nominated agencies transitioning the services to its replacement bidder in a readily available format nominated by NIELIT or its nominated agencies; and
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable NIELIT or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to NIELIT or its nominated agencies, or its replacement operator (as the case may be).

Before the expiry of the exit management period, the bidder shall deliver to NIELIT or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.

ii. Transfer of certain agreements
On request by Tendering Authority or its nominated agencies, the bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Tendering authority or its nominated agencies may require in favour of tendering authority or its nominated agencies, or its Replacement Operator in relation to any equipment lease, maintenance or service provision agreement between bidder and third party leasers, operators, or Operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by NIELIT or its nominated agencies, or its replacement Operator.

d) General Obligations of the bidder

i. The bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to NIELIT or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.

ii. The bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

e) Exit Management Plan

i) The bidder shall provide NIELIT or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs. The Exit Management Plan must include, but not be limited to:

• Address all legal regulations and requirements
• Listing/obtaining of office space, furniture, equipment, telephone and data lines

- Installation of any furniture, equipment, telephone and data lines
- System Security and Security aspects related to a safe environment for staff and customers
- Transfer and organization of documentation
- Transfer of electronic data
- Coordination of enabling or disabling of logon IDs
- Establishing or terminating contracts for other services
- Implementation of standard operating procedures, generally accepted accounting procedures, generally accepted audit standards, and security over the computer system
- Training of staff
- Risk analyses and their proposed solution(s), and their assessment for the transition
- Transfer of services including cutover dates
- The End-To-End Performance Testing Period
- Staffing
- Hardware and/or Software Tools
- Hardware and Software platforms utilized

ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

iii. Plans for the communication with such of the bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on NIELIT operations as a result of undertaking the transfer; and

iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to NIELIT or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.

vi. Each Exit Management Plan shall be presented by the bidder to and approved by NIELIT or its nominated agencies.

vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.

viii. During the exit management period, the bidder shall use its best efforts to deliver the services.

ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

x. It shall be the responsibility of the bidder to support new operator during the transition period.

ANNEXURE-I: FUNCTIONAL REQUIREMENTS

A list of Functional Requirements and deliverables envisaged by NIELIT is given below and the bidder must send the compliance to these requirements. These requirements shall be seen in respect of the Scope of Work (Chapter 5). It is envisaged that NCC software will be purchased by the bidder and customized as per the requirements of the NIELIT. The NCC software should have the following functional requirements.

Functional Requirements

a) Customer Relationship Management

S.No	Functional Requirements–CRM (Customer Relationship Management)
1.	It should be integrated with IVR, ACD, other existing applications like NIELIT Data Interface (as and when required), portal (provided by bidder to be accessed by department users), email server, SMS server to provide 360 degree view of caller.
2.	It should be Rules-based – allowing the application to be modified to meet the changing needs.
3.	It should be secured with single sign-on facility. The application should be configured to allow agents to login into NIELIT Data Interface, automatically without re-entering username/password into these applications.
4.	It should provide a 360 Degree view of caller information to make NCC user more informative about caller /call including call routing, service request status, and caller contact information.
5.	It should allow agent to capture the basic information for informational services including but not limited to:- a) Name b) Sex c) Phone/mobile number d) Address e) Reason for contact f) Query details g) Date h) Registration number- (if student) i) Assigned to
6.	It should be integrated with NCC database which will store the caller's information.
7.	CRM should support the content management containing scripts and FAQ's for informational services. It should also provide a search facility to the agent to search query in the maintained FAQ's.
8.	CRM should provide access to update the FAQ's periodically
9.	It should support to record all new queries asked by callers
10.	Customer Relationship Management must generate a Unique Service request Number that shall be provided to the caller. This Unique Service request should be so designed to ensure its uniqueness across the complete solution.
11.	When a new query record is created, if desired an e-mail/SMS can be automatically sent to the caller confirming that a new case record has been created with a unique service request number, name of the caller and query

S.No	Functional Requirements–CRM (Customer Relationship Management)
	name with query status.
12.	CRM should support SMS/email facility on the change in the status (open, pending, closed etc) of the query of the caller. A SMS should be send to the caller with the service request no, name of the caller, query name with query status.
13.	The Agent must have facility to mark calls as call back on a certain date & time etc with his specific remarks in detail in CRM. System should inform the agent (who is free for follow-up) for call back on reminder date and time.
14.	It should allow the system to provide the status of the query to the caller through voice and/or SMS (in response to customer's SMS).
15.	When new case (queries) records are created, they can be automatically assigned to the appropriate person using predefined assignment rules. When cases (queries) are assigned to someone, this person can be automatically notified of the case via e- mail.
16.	CRM should support workflow engine which will help in implementation of case management activities. Based on workflow, case records can be automatically assigned to a work queue (using predefined assignment rules).
17.	CRM should automatically notify via email about the escalated case to all of the people who comes under escalation rules. A matrix will be available in the database which maps a particular L2/L3 official for a particular type of complaint after a specific time period. If the complaint / Query remain unresolved after that specific time period, the concerned official is picked up from database and informed by email/SMS.
18.	CRM should support the escalation rules applies for non-closure of query within a certain period of time Case escalation rules to be clearly defined for different types of queries and should be linked to concerned L2,L3 officials.
19.	It should support case escalation rules to be defined that will control the automatic escalation of a case when specified conditions are met.
20.	It should support a configurable case "status" data field which is used to track the status of each case (e.g., new, escalated, on-hold, closed, etc).
21.	CRM should support a case record which is created or updated, a history record (of the change) is automatically created and associated with the case.
22.	It should allow agent to close the call by changing the status of service request to "Closed". System should automatically send an email/SMS to caller and email to the concerned department/official about the closure of the query.
23.	When Agent makes the call to inform caller about the query, all the caller details will be available on his screen like Caller name, service request no, status, query, date & time of query, History of status updations etc in CRM.
24.	It should allow search feature to search the query by its service request number, name of caller, mobile/phone number.
25.	CRM should support mass email/SMS facility that can be used to send out responses to many people encountering the same problem.
26.	It should support for "call back" option in the event of long call waiting.
27.	It should define automatic routing and escalation (routing to a supervisor) of a work item as a result of a trigger activating or manually by the agent.
28.	It should have ability for screen customization to reflect agent preferences or specific service requirements. Agents should be able to select the categories they want on their personal screen(s) – such as task and service information – as well as filters to be used – such as "show all service requests", "overdue service request" "just open service requests," and "just service requests submitted in the last 7 days."

S.No	Functional Requirements–CRM (Customer Relationship Management)
29.	It should support the document management which will send the documentation to the caller of different application forms if requested by him through email.
30.	CRM should support all the templates email, SMS, government forms that are maintained in the system.
31.	It should support Alert mechanism. Whether the alerts are posted through an e-mail or SMS system, shown as a pop-up window or created and routed as a special work item for necessary action.
32.	It should support the audit trail of the alerts that are triggered along the process.
33.	It should support integration of NIELIT database interface Application with CRM application.
34.	It should provide comprehensive tracking of caller interaction and agent's activities.
35.	The application must be configured to support more than one active session for a call center user so as to support more than one concurrent caller at a given time during escalation.
36.	It should support the workforce management. It should be able to forecast the volumes of staff requirements by using such service standards as the grade of service, average waiting times and the average time needed to handle each customer contact, including wrap activities during events like result declaration.
37.	System should have an authentication mechanism before grievance status details are shared with the caller.
38.	Unique user id and password should be provided to the designated officers of NIELIT (L3).
39.	Content management procedure should be integrated with CRM and maintain call centre procedures.
40.	CRM system should support auxiliary codes to enable call centre agents to indicate their current mode of operation (i.e. Available/Unavailable/Wrapping Up/At Lunch, etc…) and the same must be reflected in the reporting tool.
41.	Agent should be able to access the NIELIT Data Interface via same desktop from which it is logging call for informational services.
42.	All logged tickets/ calls should follow the escalation mechanism defined in the standard operating procedure.
43.	System databases will be used to manage caller account and other information, which will be used to collect, track, and report caller service requests and service delivery.

b) Computer Telephony Integration

S. No	Functional Requirements – CTI (Computer Telephony Integration)
1.	It should be able to link ACD, IVR, call recording etc. to information held on a CRM Database about the inbound caller.
2.	It should be able to support the following information messages and options that are relayed to voice callers while they are waiting in queues or put on hold by the contact centre agent, including but not limited to: a) NIELIT Courses and schemes b) Music c) Specific message after configurable time (i.e. Voice Mail)
3.	It should transfer relevant information about the individual caller and the IVR dialog from the IVR to the agent desktop using a screen pop based on CLI(Caller Line Identification)/ANI (Automatic Number Integration)/DNIS (Dialled Number identification sequence) when caller got connected.
4.	It should be suitably integrated with CRM and other communication media (phone/email/SMS) to send/receive data which needs to be populated on agent screen and must also update the IVRS usage details into the CRM as the caller traverses through the IVRS and reaches the agent.
5.	CTI should perform following functions including but not limited to:- a) It indicates that the call has entered the setup phase. b) Call is considered as delivered when the call starts ringing c) Call establishes when call is answered. d) Call is cleared when the voice connection is terminated. e) Call is completely ended when the logical call appearance (including call data) is complete. f) Under call transactions, call can be moved from the active to held state or the call is removed from hold. g) Call can be transferred to another agent L2/L3 official.

c) Automatic Call Distributor

S. No	Functional Requirements –ACD (Automatic Call Distributor)
1.	ACD should provide the capability of combining data with IVRS menu system that can intelligently route calls requesting further assistance.
2.	It should be able to put caller on hold if no agent is available and keeping caller informed about the status of the call. Also support relying messages (as defined by the NIELIT) during the hold period.
3.	It should be designed such that it can handle high volumes of calls efficiently.
4.	It should follow call routing to the agents with following features. It should follow at least one of the feature mentioned below: a) With 'Least Recent' - the agent that received a call the longest time ago will be on the top of the list b) With 'Fewest Calls' - the extension that received the least number of calls will be on the top of the List c) Random Selection-Routing to the agents with first agent picks the call; it will be closed for the other agents.
5.	It should allow call centre agents to be members of multiple ACD groups. Each agent should have unique identification.
6.	It should be able to transfer call to another agent with call data attached.
7.	It should support routing for emails received on the Contact Centre email account
8.	It should allow call centre agent to transfer the call to another agent / L2 / L3 official.
9.	During later stages of NCC implementation, it should provide skill based routing of the calls to the agents based on the skills.
10.	During later stages of NCC implementation, system should allow agents to log in to multiple skills with different levels of priorities for the Skills so that multiple types of calls can be routed to them.

d) Interactive Voice Response System

IVR is the technology which enables your callers to be routed to the most suitable agent to service their specific enquiry. It also enables the collection of key data – such as account, reference and personal identification numbers (PINs) – so that when the call is put through, the agent is prepared to answer the query/conduct the transaction in the fastest possible time because the caller's account details are displayed on their screen. Alternately, entire transactions can be accomplished through IVR, without an agent being involved.

The system hardware and software architecture will be based on open source operating system and commercially available hardware. The system's multithreading architecture supports multiple applications running on the same platform with multiple host and telephony interfaces.

The system will support all standards based telephony protocols like SS7 Sigtran, ISDN PRI, and SIP.

System will have IVR simulation tool where IVR application can be tested before development/launch

The system will provide a tabular and graphical reporting tool to provide system reports.

The system will also display real time statistics and have reporting capabilities. The IVR system will be able to interact with Host systems using HTTP, HTTPS, JDBC, XML, SQL, diameter, SOAP, TCP/IP, based ODBC connections with Databases etc.

The system will be able to provide customized minute by minute, hourly, daily, weekly, monthly report on IVR performance for various parameters like total calls landed on IVR, total handled at IVR, total handled at each Menu/Sub-menu of IVR, total who opted to speak with call centre agent, average duration of calls handled by IVR, maximum call landed at IVR in a minute (for the day/ month), maximum count of calls which opted for agent support in a minute (for the day/ month) etc.

The IVR will also provide a separate report on how many calls were received back (transferred back) from Call Centre, number of calls out of transferred back who opted to speak with the agent again etc. The IVR will be able to provide details of these calls.

S. No	Functional Requirements – IVRS (Interactive Voice Response System)
1.	When a call lands on the NCC system, the caller should be greeted with a pre- recorded welcome note in Hindi language.
2.	It should support voice and DTMF (touch tone shortcuts that can be used in sequence) signalling based menu service. Caller can access the information more quickly or opt to talk to agent, without having to "drill down" through the menu structure with every call.
3.	It should support English (Indian) Language.
4.	It should support Hindi Language.
5.	It should change the IVR route based on the language selected.
6.	There should be an option available to the caller to opt for talking to agent by pressing pre-defined digit any time during the IVRS announcements (For first 2 months, after selecting language the call should be routed to the agent. Later on as per need, there should be expansion in IVR tree).
7.	It should be able to identify a caller (new - with phone number and existing caller with name and phone number) using CLI(Caller Line Identification),/ANI (Automatic Number Integration)/DNIS (Dialled Number identification sequence).
8.	It should identify the caller through CLI and pass on relevant information to the screen pop up at agent's desktop by seamless integrating with the Automatic Call Distribution/Computer telephony integration. For new caller, the screen pop up's at agent's desktop with only its mobile/phone number. For existing caller (present in NCC database), the screen pop up's at agent's desktop with name and mobile/phone number. For the existing caller, the agent should greet him with his name.
9.	It should ensure routing accuracy as per design. It should allow transfer to agent anytime during the Interactive Voice Response System announcement.
10.	It should retrieve agent availability from Automatic Call Distribution and announce to the caller the expected wait time to talk to an available agent.
11.	It should support audio-text for playback of music, regulations, procedures, social messages (to be decided by NIELIT during Implementation phase of the project) as per the IVR Call Flow & Call Tree.
12.	The caller can be given the option to wait in the queue or request a call-back.
13.	There shall be a provision of scalability of IVRS so that over a period of time it will take care of maximum functionalities of the Call Centre (feasible through IVRS) under this Project. Features of scalability will be finalized during Implementation Phase of the Project.
14.	There should be adequate number of IVR ports to ensure that all calls meant for NCC is able to reach there (With the scope of expansion in number of ports as the traffic grows).
15.	The delivery of Informational and Transactional services through IVRS mode shall be provisioned during the later stages of the NCC implementation, if the back-end IT infrastructure can support.

e) Recording Solution

S.No.	Functional Requirements –Recording solution

1.	The system should record voice conversation between call centre agent and caller at the time of documenting request, department official and call centre agent at the time of resolving query and map it to unique Service Request Number. The Call Centre should have facility to record, replay and monitor all calls for a period of 180 days. This should capture at least the following information:
	    a. Date
	    b. Time
	    c. Call Duration
	    d. Agent ID
	    e. Caller Number
	    f. Service Request Number
	    g. Number Dialled for Outbound Calls
	    h. Inbound/Outbound Identifier - System Generated

2.	The agent ID and call record should be linked to the recorded query. The recorded Query can be viewed by agent but cannot be modified.
3.	The system should also record the outbound communication of call centre agent and the caller at the time of providing answer to unresolved query.

4.	It should provide search facility with following information:-
	    a. Date
	    b. Time
	    c. Call Duration
	    d. Agent ID
	    e. Caller Number
	    f. Service Request Number
	    g. Number Dialled for Outbound Calls

5.	Basic information about every caller should be recorded and stored in a database by the agent. This database shall be updated every time a new caller calls up.

f) Call Logger System

S.No.	Functional Requirements –Call Logger System
1	The Call Logger System should be an IP based system to integrate with other Call Centre components such as ACD, Media gateway, soft phones etc.
2	For IP phone recording, the solution must be able to record IP phones from multiple different locations of the same system to a single recording platform on a central site. It should also have an option to record the calls locally.
3	All recordings will be tagged with at least the following information out-of- the-box; Date, Time, Duration, Extension Number, CLI, Dialled Number, DNIS, Agent ID, Call ID.
4	The system will be able to record Audio & Agent Desktop Screens.
5	The system will be capable of doing Bulk recording as well as Rule based (Selective) recordings.

6	The Call Logger should have redundant server. In case if primary server fails, the calls should get recorded by the standby/redundant server.
7	Recording must be stored as protected file in a standard mountable Network File Storage (NFS). Recording solution must support standard archive mechanisms such as a DVD+RW drive and SAN. The system should have ability to do Selective Archive of Recorded calls on a Archiving Server to have to optimum storage requirements (removable media or hard disk or SAN).
8	The system will have capability to view/play the recorded calls from a PC (equipped with sound card and used centrally by a supervisor).
9	Call logger will have a bulk download facility for Voice calls / Emails (non voice).
10	Speech analytics will be available to highlight good and bad calls as per defined criteria.

g) Email Management Solution

Respond to emails in the same way we respond to voice calls – provide a rapid response and enable similar contact routing (through intelligent web forms) to the best agent to respond. Metrics applied to the management of emails should mirror those applied to call management. Typically, this would mean an initial acknowledgement email including details of the person handling their email. That person should then treat the email as their next work item.

- Will cover email sent through personal email accounts of customers / prospects or Email sent through Mail box section of "My Account" on website.

- Keyword search routing – Routing has to be done on keyword

h) Email Templates

a) Provision for email templates based on drop down (Canned Response). Each email template will have a unique "key word" which Agent will select from the drop down (CR Menu).
b) The templates will have editing feature.
c) Provision to be made for 250 templates keeping in mind a 1 year projection. Only Admin ID will have deletion / addition rights.
d) CTI Pop up through Email Scanning – EMS tool will have to scan the body and Subject of each email received and accordingly the account information is displayed on the screen.
e) Single screen window – The user will login to EMS tool before receiving an Email, so that on receiving the email, the same window is refreshed using the system key.

i) Email Threads

In case a customer replies to an email sent by NIELIT, then it is threaded to the same interaction in EMS tool.

j) Email History

a. Voice Agents: Voice agents who are logged into EMS will be able to view email transcript history through a link in EMS. The interaction ID along with system key will be passed to EMS using Web services. The same will be passed to EMS only on creation of the Interaction in the EMS tool.

b. Non voice agents – Non voice agents can view the transcripts through EMS tool using their respective login IDs & Passwords. Also, access should be available to all previous Emails with responses using appropriate filter.

k) SMS Chat

a) Customers can chat with CC Agents by sending SMS to a specified short code.
b) This SMS gets into Email tool as an incoming email, and then an agent can reply accordingly.
c) All SMS should be tagged separately so that agent is aware and does not get confused with normal email.
d) All SMS are logged as separate interactions.
e) The reply text window for SMS to be restricted to 160 characters in the Email tool.
f) Customers need not install any application. They can use simple SMS text and can get real-time resolution through SMS.

l) Outbound

- Dialer will provide holistic, real-time management of call records, campaign strategies, agent profiles, work sessions, and agent workflow. Armed with campaign – specific objectives and information like who to call, when to call, minimizing agent idle time throughout the workday.

- Dialer will provide web based agent login.

- Dialer will easy tool to define/change Record & Campaign strategies.

- Dialer will support multiple campaign /list management. Should support adding call records to a campaign without stopping the campaign and interrupting outbound dialing.

- As calling records become exhausted on one campaign, Dialer should be configured to automatically reassign agents to another campaign eliminating agent idle time by ensuring a constant flow of calls throughout the workday

- Statistics and Reporting - it should have extensive reporting and statistics access. Displays should have real-time, online statistics in graphical format.

- The administrator can easily customize information contained on the report and specify the frequency in which data in the report is updated and displayed on the screen. Administrators can run reports on- demand by easily selecting the desired report, selecting the data, and the time period over which the report will run. In addition, administrators may run reports on a specified schedule.

- Scripting Tool - Dialer should provide administrators a scripting tool to create an ease to use interface for agents to view and input data throughout the course of a call.

- Comprehensive DNC - Dialer should filter selected phone numbers to prevent them from being dialed (for campaign purposes).

- Intelligent Call Transfer - Enables an agent to transfer a call to another agent or a 3rd party using either a warm transfer or a blind transfer.

- Flexible Contact Strategy - Each calling record should have option of multiple phone numbers associated with it.

- Automated Administration - The Auto Admin feature allows administrators to preset tasks that run automatically based on the time of the day or system events.

m) Management Information System (MIS)

S. No.	Functional Requirements–MIS (Management Information System)
1.	MIS should generate reports based on:- (With scope of additional report requirement) a) Type of queries/grievances b) Centre wise c) Exam wise d) Repeat Request/Complaints e) Pending / Closed / Escalated grievances.
2.	It should generate different types of reports on Number of calls:- Total Number of Calls- Inbound and Outbound Number of Calls Diverted to Call Centre Agents from IVR Number of calls dropped on the IVR stage Number of calls transferred to other Call centre
3.	It should generate Queue analysis reports. The below mentioned queue analysis list is including but not limited to:- Number of Waiting Calls Average Call Time Average Waiting Time Abandoned Calls
4.	It should generate Agent reports (Summary for All the Agents, and Detailed by each agent): Login & Logout Time Average Speed of Answer Time Average Talk Time Average Handling Time Average Hold Time Average Wrap up time Number of Dropped Calls before Pickup Number of Dropped Calls after Pickup Idle Time Time Agent is Ready Outbound Calls - Destination Numbers & Duration Number of Emails Received Number of Call Backs No answer
5.	It should also be capable of generating customized reports/ MIS including graphical reports as per NIELIT's requirement; Reports should also be available in web- enabled format & should be configurable to be mailed to a defined mailing list.
6.	It should provide flexible report formats in .xls, .txt or any other user-friendly structure including graphics from time to time.
7.	Standard reports(like IVRS,ACD etc) should be generated on hourly, daily, weekly, monthly, quarterly, half yearly and yearly.
8.	It should be integrated with portal (provided by bidder) which provides access to Designated officers of NIELIT for report generation.

ANNEXURE-II: NON-FUNCTIONAL REQUIREMENTS

a) User Access Management

S. No.	Non-Functional Requirements-User Access Management.
1.	It should provide access to functions within modules restricted to authorized users.
2.	It should provide logging by unique user id and password.
3.	Users access should be restricted to different levels as program, module, transaction, etc.
4.	System should notify security administrator of unauthorized access or attempted access and record in a log with reporting.
5.	System should provide multilevel security at agent, supervisors, administrator level.

6.	System should allow for administration of system users including:
	    a) Add new users
	    b) Delete existing users
	    c) Modify user profile and preferences (standard phrases, vacation mode)

7.	System should allow for administration of content (categories/response templates) including:
	    a) Add new categories/response templates
	    b) Delete categories/response templates
	    c) Modify categories/response templates (text)

8.	System should allow for administration of e-mail processing (queues/rules) including:
	    a) Add new rules to properly route and categorize messages
	    b) Add new queues as organizational structure changes
	    c) Change dynamics of queues as needed (i.e. timeout parameters, escalation, assigned users, queue priority).

9.	Supervisors, administrators and other appropriate Persons (participating department's official) can be set up with the software needed to run reports.
10.	System should be able to support role based access control.

11.	The solution should have the ability to provide multi-level access Management. The following should be provided:-
	    User identification;
	    Limitation of user rights to perform operations;
	    Data confidentiality provision;
	    User actions audit and protocols;

12.	The system should have the ability to provide user and user group authorization administration tool to assign security levels to functions and data, and allow the access by users / by groups with valid security level only.
13.	The system should have the ability to assign activities to roles, and map roles to users.
14.	Users should not be allowed to access the database directly.
15.	System should allow providing access level security for reports at Field level – show / hide.
16.	System should provide centralized repository of all identification and access control data.
17.	System should have ability to provide access level security for Entry forms at Field level - allow, Read only, Hide depending on the role.
18.	It should support of LDAP (Lightweight Directory Access Protocol) to allow systems access to the directory.
19.	WEB based access of CRM to be provided to NIELIT (L3) officials.

b) Audit Trail

S. No.	Non-Functional Requirements-Audit Trail
1.	The system should allow archiving of queries which shall include both text and voice recording. Audit trail of archival with time and date stamp, will be automatically maintained by the system.
2.	The system should allow recovery of data in case of hardware failure and data corruption. It should be able to perform recovery to a point of time, to known backup database.
3.	The system should ensure that the audit files are stored in un-editable formats
4.	The system should be capable of providing Audit Trail: Audit trail of Time Stamp & User ID stamp for the following:- Service Name Status of the Query Caller Mobile Number All redressal activities / updation of a service request.
5.	The system should maintain audit trail of any update in the status of the query.
6.	It should be possible to audit users at the form level, user level and at the organizational role level.
7.	Audit system should be centralized, secured and should provide detail insight in audit data (who did what, to what data and when) .
8.	The system should enforce separation of duties between auditors and administrator.
9.	The system should provide direct access to the auditor's to view audit reports and should be able create custom reports.
10.	The system should have the ability to identify users that have exploited access privileges, identify root causes of conflicts and be capable of interrogating the security log.

c) Security

S. No.	Non-Functional Requirements –Security
1.	The system should be capable of providing Authorization by the User Name, User Role.
2.	The system should be capable of providing One user multiple roles and vice versa.
3.	The system should be capable of providing automatic timeout for user (log out).
4.	The system should be able to allow definition of rules for password composition and password encryption.
5.	System should support configurable password policies including Password expiry Password history and reuse policy.
6.	Session limits must exist for the application. For each session type, there must be limits for the maximum time length of an idle session.
7.	System should allow proxy users. For example, an executive can designate an assistant as a proxy, allowing that assistant to create, edit transactions on behalf of that executive. The audit thereafter should state that the action was performed by the proxy user on behalf of a particular user.
8.	System should display an appropriate warning message upon user logon. The warning message need not include the following four general elements verbatim but must convey the same meaning:- a) Use of system constitutes the user's consent to monitoring. b) Use of system is limited to official Login use only. c) Notice that this is a Login system
9.	The database should support role based access control, user based privileges.
10.	The system should have the option to encrypt data before transferring over a network.
11.	The system should have the option to encrypt the data stored in the database.

d) Data Network

S. No.	Non-Functional Requirements –Data Network.
1.	System should provide Fail Safe Data Network to transport data, voice, web etc to Contact Centre location with adequate bandwidths.
2.	Network security should be maintained by having password and audit control on Network equipment.
3.	Internet connectivity should be restricted (i.e. only necessary sites are accessible).

e) Archival

S. No.	Non-Functional Requirements –Archiving
1.	The system should be able to archive data, based on user specified parameters (i.e. data range) and restore archival data when required.
2.	The system should support change in database and should able to retrieve the archived data.

f) Availability

S. No.	Non-Functional Requirements –Availability
1.	The system uptime should be 99.7 % during working hours (6 am to 10 pm across 7 days).
2.	The dashboards and the management platforms components need to be available for 90% of the time.

g) Scalability

S. No.	Non-Functional Requirements –Scalability
1.	The solution should be highly scalable and capable of delivering high performance as & when transaction volumes/ callers increases without compromising on the response time.

h) Performance

S. No.	Non-Functional Requirements –Performance
1.	The solution should be able to deliver high performance as & when transaction volumes/ calls increases without compromising on the response time. System components should be able to take load during peak hours of the contact centre.
2.	The user needs to be able to launch the application quickly and log into the application with minimal latency time.

i) Workflow

S. No.	**Non-Functional Requirements –Workflow**
1.	The solution should have the ability to support automated workflow designed to address needs of callers.
2.	The solution should have the ability to support multiple workflow paths that are automatically selected based on request/user attributes, including escalation paths.
3.	The solution should support standard work flow languages.
4.	The workflow should have a rules engine that allows rules to be created to define query resolution hierarchies.
5.	It should be possible to create workflow diagrams that can be shared with pa Contd… departments to verify the workflow.
6.	The workflow should provide a drag and drop GUI based single/ common design tool to define and alter business process across all modules of the Solution.

S. No.	Non-Functional Requirements –Workflow
7.	It should be possible to define the process hierarchies top down or bottom up to support distributed workflow process definition.
8.	There should be no limit on the hierarchy levels that can be defined.
9.	It should have workflow with the ability to define business rules without the need for programming, including alerts and trigger.
10.	The workflow should interface with email system supporting SMTP for sending out answers to queries and IMAP for receiving the queries.

j) Back up

S. No.	Non-Functional Requirements – Back up
1.	The solution should support the backup and recovery of the data.

k) Antivirus

S. No.	Non-Functional Requirements – Antivirus
1.	Firewall and IDS/IPS protection should be in place.
2.	Proper Antivirus security with centralized updates.

l) EMS

S. No.	Non-Functional Requirements – EMS
1.	It should support the monitoring of the entire transaction infrastructure- application and web servers, messaging middleware and databases end to end.

<u>Record the call & Close the call</u>

The call lands at the IVR of the NCC where the caller is greeted in Hindi and prompted to choose one of the two languages- Hindi or English. Based on language selection, the call lands at the next available agent in the respective queue. If the customer is registered with the NCC using the number he/she is calling from, the customer information will be displayed on the screen of the agent. Else, agent captures information of the customer and adds him/ her to the CRM database. In case, customer is registered using a different number, his new number is updated in his profile after confirmation from him/ her. Thereafter, nature of customer's call is ascertained.

Case I: Service request is for Informational services provided

The primary source of information for the agents shall be the CRM database. The call flow follows the below mentioned process:-

a) Agents will access the FAQs (Knowledge Management System) created by the NIELIT while answering the Caller / Student queries.

b) If a call centre agent is unable to answer any query then a call will be logged for the information requested by the Caller / Student. The application shall automatically generate the unique service request number for the unresolved query. The unique service request number shall be forwarded to the L3 officials through email. The same service request number shall be shared with the Caller / Student through SMS and/or email (as available) for further tracking of the request. Agent will also call the nodal officer of the concerned department and inform about the query raised against the department. Agents will actively try to get a suitable Response/ Solution from L2, L3 officials and communicate to the caller.

c) For the unresolved queries, there shall be a separate escalation matrix for L3 NIELIT officials The escalation matrix and time resolution for the unresolved queries shall be finalized for each service after discussions with NIELIT department before the Go-Live of NCC Services. SLAs of the NCC shall not take into account the time taken by a Department in responding to queries for manual applications, ie, for queries where the NCC does not have online /database access to query information and is dependent on the relevant department to manually search for the information requested by a Caller / Student.

d) The concerned department officer may also call the call centre agent and answer the raised query. The call shall be recorded for future reference purpose.

e) The NCC agent shall then call the concerned Caller / Student and answer the query. The NCC agent shall close the call in the call centre application. A call is considered to be closed only when the query(s) have been answered by the agents and a confirmation has been obtained verbally from the Caller / Student to close the call.

In cases where a Caller / Student asks for information regarding a department whose services are not being provided at NCC currently, based on appropriate procedures defined, the agent may provide the relevant contact information of the concerned department to the Caller / Student or transfer the call to the concerned NIELIT official after permission from the customer.
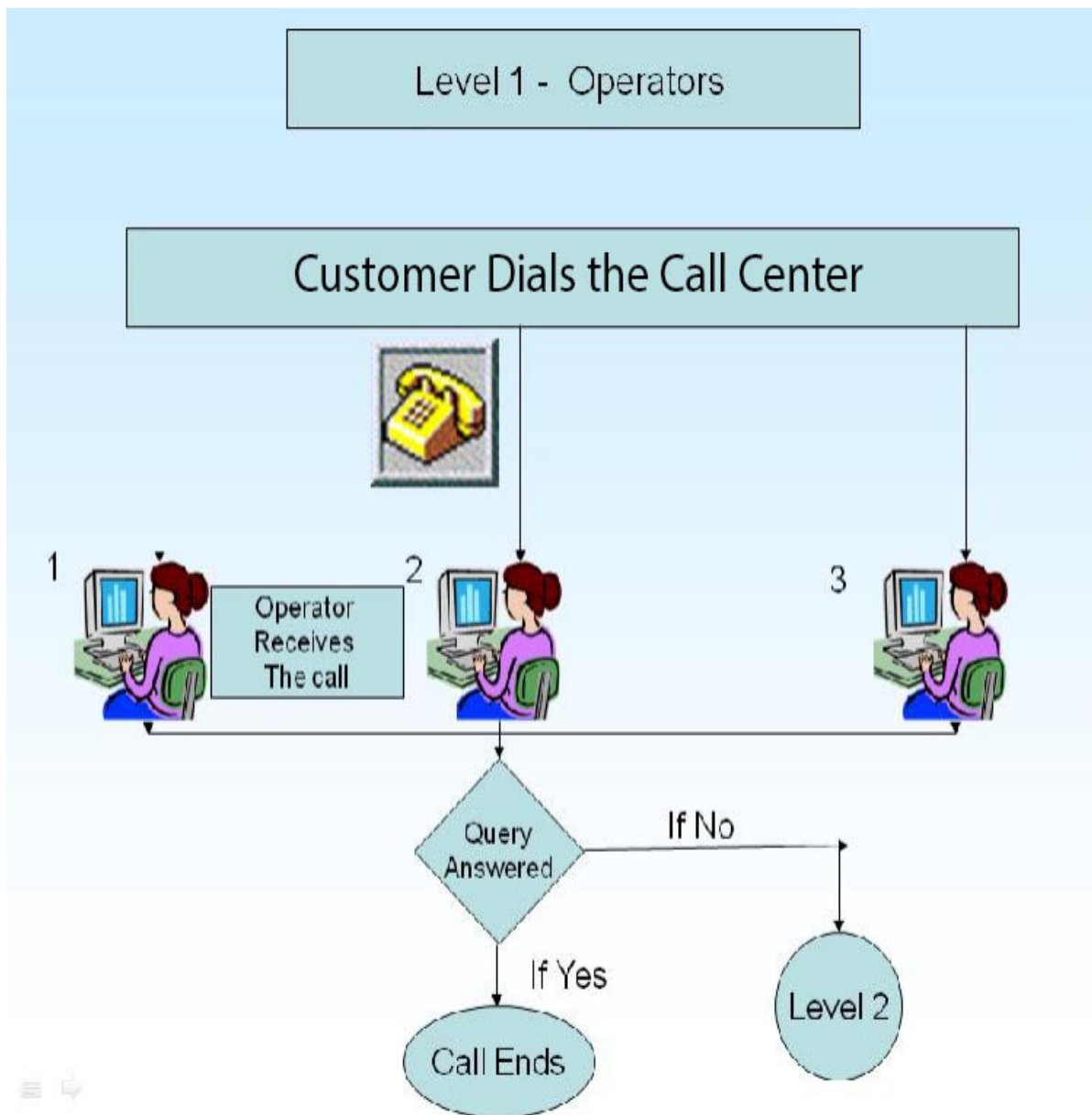
Case II: Service request is for Grievance services provided under NCC
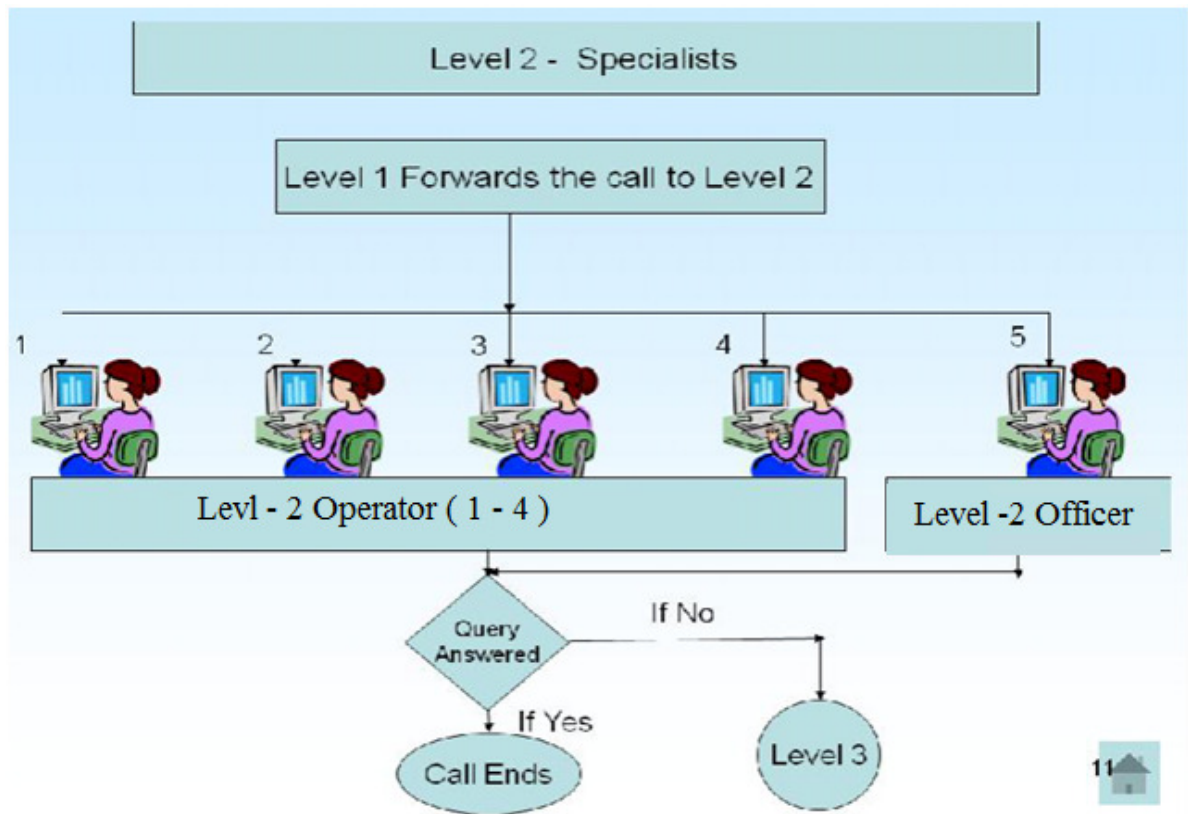
Grievances are logged through existing NIELIT Data Interface application and the agents shall be given access to the same for receiving Caller / Student grievances and logging the same in the NIELIT Data Interface application. The call flow follows the below mentioned process:-

a) The Agent shall access the NIELIT Data Interface application through his/ her log in. The agent shall fill the application form under NIELIT Data Interface application. The NIELIT Data Interface shall automatically generate the unique service request number for the filed grievance and the grievance shall be dealt as per process defined under NIELIT Data Interface with regular follow-ups. The unique service request number shall be forwarded to the nodal officer of the concerned department thru email.

b) The escalation matrix and time resolution for the unaddressed grievances shall be finalized by NIELIT before the Go-Live of NCC Services.

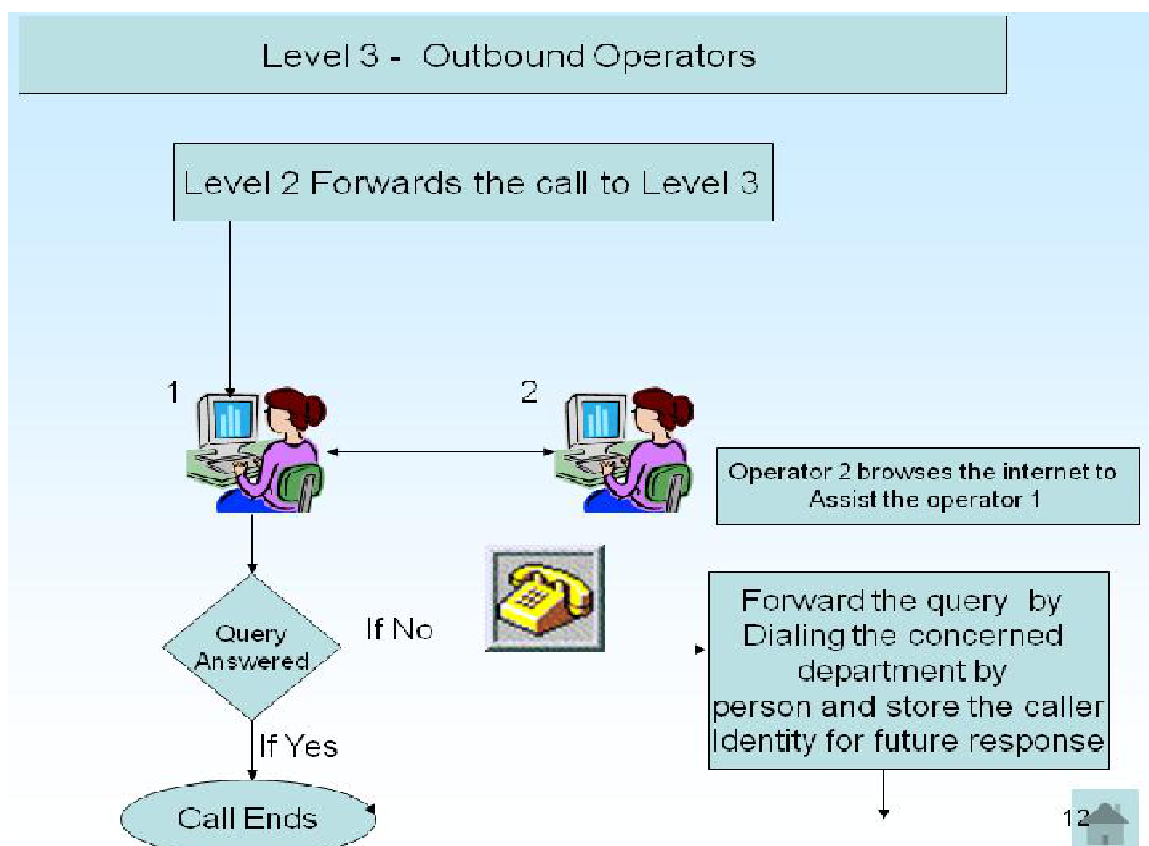c) The concerned L2 officer may also call the call centre agent and answer/ update the

status of the filed grievance. The call shall be recorded for future reference purpose.

d) The NCC agent shall then call the concerned Caller / Student and answer/update about the grievance. The NCC agent shall close the call in the call centre application.

e) All the interaction details of calls shall be updated and saved in the NCC database. This database shall enable the agent to recognize and provide a more personalized service to the Caller / Student during his / her next call

f) The solution provided to the caller by the relevant department, shall be recorded for audit purposes. All Caller / Student queries resolved to by the L2, L3 officials shall be communicated to the Caller / Student through outbound calls to the Caller / Student's

Level 2 - Specialists

Level 1 Forwards the call to Level 2

1 2 3 4 5

Levl - 2 Operator (1 - 4)   Level -2 Officer

Query Answered

If No

If Yes

Call Ends

Level 3

11

Detailed log will be maintained in email. Email will be forwarded to Level-3 and will be replied in a time bound manner.

Level 3 - Outbound Operators

Level 2 Forwards the call to Level 3

1 2

Operator 2 browses the internet to Assist the operator 1

Query Answered

If No

Forward the query by Dialing the concerned department by person and store the caller Identity for future response

If Yes

Call Ends

12

SIZE OF CALL CENTRE

The following data points need to be collected and analyzed to arrive at the size of the call centre: The number of calls currently received

Index	Description	Formula	Value
A	Call volume Per month		45,000
B	Call Volume per day	A / 30	1,500
C	Total Timing (6 A.M to 10 P.M.)		16 Hr

ANNEXURE III- INDICATIVE CALL FLOW AT NCC

The typical call flow shall be as in the process diagram below:
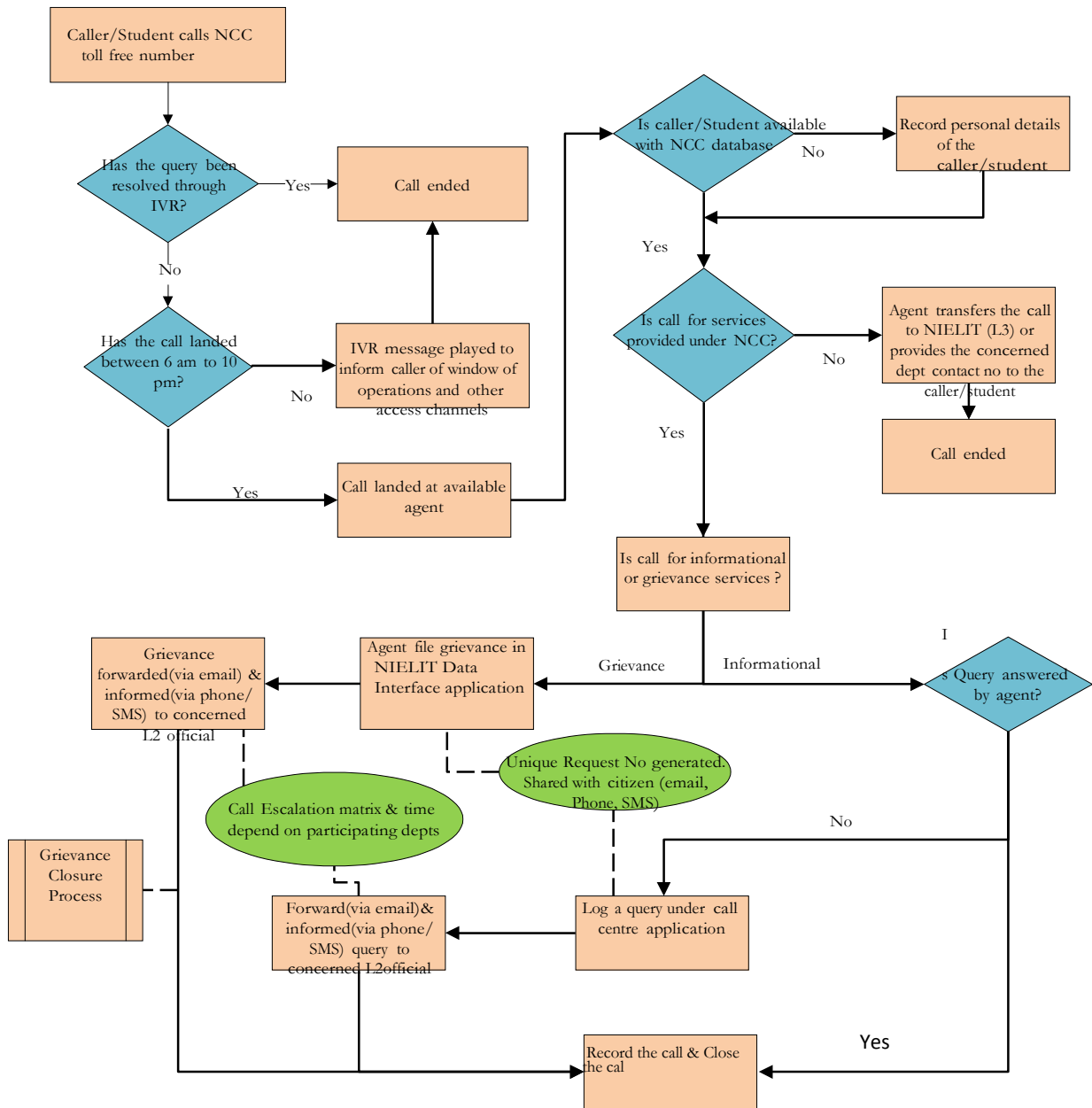
Annexure-IV: Functional And No-Functional Requirements: Compliance Sheet

A list of Functional and Non-functional Requirements and deliverables envisaged by NIELIT is detailed in Annexure I & II and the bidder must send the compliance to these requirements.

Functional Requirements

a) Customer Relationship Management
b) Computer Telephony Integration
c) Automatic Call Distributor
d) Interactive Voice Response System
e) Recording Solution
f) Call Logger System
g) Email Management Solution
h) Email Templates
i) Email Threads
j) Email History
k) SMS Chart
l) Outbound
m) Management Information System (MIS)

Non-Functional requirements

a) User Access Management
b) Audit Trail
c) Security
d) Data Network
e) Archival
f) Availability
g) Scalability
h) Performance
i) Workflow
j) Back up
k) Antivirus
l) EMS

ANNEXURE-V: TENDER FORM {to be filled by the bidder}

1) Addressed to:

Name of the Tendering Authority	The Managing Director, NIELIT New Delhi
Address	National Institute of electronics and Information Technology, Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi 110003
Telephone	
Tele Fax	
Email	

2) Firm Details:

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm Put Tick( ) mark	Public Limited	Private Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address/ Web site	Email:		Web-site:	
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation/ Affiliation , if Any				

3) The requisite tender fee amounting to ₹ _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.

4) The requisite EMD amounting to ₹ _____/- (Rupees < in words >) has been deposited vide DD No. _____ Dated .

5) We agree to abide by all the terms and conditions mentioned in this form issued by the Tendering Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm:

Authorized Signatory:

ANNEXURE-VI: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,
The Managing Director,
National Institute of Electronics and Information Technology (NIELIT)
Electronics Niketan, 6 CGO Complex
Lodhi Road, New Delhi 110003

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender/ NIT reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified Signatures are as under.

Thanking you,

Name of the Bidder: -   Verified Signature:

Authorised Signatory: -

Seal of the Organization:

Date: _____

Place: _____

Note: Please attach the valid power of attorney in favour of person signing this authorizing letter.

ANNEXURE-VII: SELF-DECLARATION – NO B L A C K L I S T I N G {to be filled by the bidder}

To,
The Managing Director,
National Institute of Electronics and Information Technology (NIELIT)
Electronics Niketan, 6 CGO Complex
Lodhi Road, New Delhi 110003

In response to the Tender/ NIT Ref. No. _____

date _____ for {Project Title}, as an Owner/ Partner/ Director of

_____, I/ We hereby declare that presently our Company/ firm , at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State/ Semi-Government/ or other Govt. subsidiaries including autonomous bodies in India.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place

ANNEXURE-VIII: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,
The Managing Director,
National Institute of Electronics and Information Technology (NIELIT)
Electronics Niketan, 6 CGO Complex
Lodhi Road, New Delhi 110003

<u>CERTIFICATE</u>

This is to certify that, the services specifications mentioned in the Technical bid, and which I/ We shall provide if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Annexure-IX: FINANCIAL BID FORMAT {with a Cover Letter on letter head}

To,
The Managing Director,
National Institute of Electronics and Information Technology (NIELIT)
Electronics Niketan, 6 CGO Complex
Lodhi Road, New Delhi 110003

Reference: NIT No. : Dated:

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to provide call centre services as "System Integrator/ Implementing Agency" as per the defined Scope of the work & in conformity with the said bidding document for the same. We hereby offer our best price as per the details below and shall be valid as per the details mentioned in the NIT.

I / We undertake that the prices are in conformity with the specifications/ requirements prescribed. The price quotes in Pricing Table is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

I / We undertake, if our bid is accepted, to deliver the services in accordance with the requirements of NIELIT.

I/ We hereby declare that, in case, the contract is awarded to us, we will submit the performance Bank Guarantee of the amount specified in para 6.32 for the due performance of contract and in the form prescribed by NIELIT.

I / We agree to abide by this bid for a period of days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to the terms & conditions mentioned in the bidding document.

Date:

Authorized Signatory

Name:

Designation:

Financial Bid

PricingTable

TABLE1:OPERATINGEXPENDITURE(OPEX)COSTING

(INR)

Description	Quantity	Per seat cost per month	Service and applicable Tax	Total per seat cost per month	Total cost per month	Contract duration (months)	Total cost for project duration (B)
1	2	3	4	5=3+4	6=2x5	7	8=6x7
Per Seat cost for operating call centre for NIELIT as per scope of work defined in RFP	6 (Six per shift)					24	

Note:

a. L1 shall be decided based on Total Cost given at column-8 above in Table 1.

b. L1 will be the successful bidder with least commercial quote (Col 8) and as decided by NIELIT post bid evaluation.

c. All quotes in Table 1 (Opex costing) should be inclusive of all applicable taxes including VAT and service tax.

d. Please note that the purpose of bid evaluation, the total costing is being considered for 6 seats.

   Initially starting with 6 seats during the contract period may increase based on requirement.

e. Taxes shall be applicable at prevailing rates.

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp to be issued by a Nationalised/ Scheduled bank)

To,
The Managing Director,
National Institute of Electronics and Information Technology (NIELIT)
Electronics Niketan, 6 CGO Complex
Lodhi Road, New Delhi 110003

1. In consideration of the National Institute of Electronics and Information Technology. (NIELIT) (hereinafter called "NIELIT") having agreed to exempt M/s ....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No..................................dated ....made between the NIELIT through Director (T) and ....(Contractor) for the work ....(hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for ₹..................(rupees ....only), we ....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of
..................Contractor(s) do hereby undertake to pay to the NIELIT an amount not exceeding ₹..................(Rupees..................................only) on demand.

2. We................. (Indicate the name of Bank), do hereby undertake to pay ₹................... (Rupees...........................only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the NIELIT. Any such demand made on the bank by the NIELIT shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the NIELIT and We....................... (Indicate the name of Bank), bound ourselves with all directions given by NIELIT regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹.................... (Rupees....................only).

3. We.......................(indicate the name of Bank), undertake to pay to the NIELIT any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....................(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of NIELIT under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the NIELIT certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We ....(indicate the name of Bank) further agree with the NIELIT that the NIELIT 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 Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NIELIT against the said Contractor(s) and to forbear or enforce any of the 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 said Contractor(s) or for any forbearance, act or omission on the part of the NIELIT or any indulgence by the NIELIT to the said Contractor(s) or by any such

matter or thing whatsoever which shall but for this provision, have effect of so relieving us.

6. The liability of us .... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We .... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the NIELIT in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the NIELIT. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ₹.......................... (Rupees.............................only).

9. It shall not be necessary for the NIELIT to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the NIELIT may have obtained or obtain from the contractor.

10 We .... (indicate the name of Bank) verify that we have a branch at New Delhi. We undertake that this Bank Guarantee shall be payable at any of its branch at New Delhi. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated………………………day of…………………For and on behalf of the <Bank> (indicate the Bank)

Signature
(Name & Designation) Bank's Seal
The above performance Guarantee is accepted by the NIELIT.

For and on behalf of the NIELIT

Signature
(Name & Designation)

Payment Terms and Schedule

The payments to be made to the Bidder will be on quarterly basis on per seat basis after deduction of TDS as per applicable rate of IT.

It is envisaged that the IT infrastructure and applications deployed at the NCC shall be procured by the Bidder. The payment schedule is as per the following schedule:

S.No.	Deliverables	Payment %
1.	Site preparation , Solution implementation , Integration, content development and customization of reports User acceptance testing Security Audit Go-live certificate Three months of successful operations post go-live	1st quarter Payment per Seat
2.	SLA Reports MIS Reports	

The first quarter will start from the date of go-live. Payments to the bidder shall be made after successful completion of the quarter and submission of SLA reports as decided by NIELIT.

i. The selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, related services performed, and by the required documents pursuant to conditions of the contract including SLA reports and MIS reports and upon fulfillment of all the obligations stipulated in the Contract. Receipts of rentals and charges (both toll-free and tolled) will be submitted for examination and reimbursement.

ii. The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees (INR) only.

iii. All remittance charges will be borne by the selected bidder.

iv. Advance payments will not be made. Any penalties and liquidated damages and/or penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the due payments

v. In case delay is beyond the timeline notified at the end of first quarter of operation of NCC after Go-Live, as per Para 7.24(b), penalties shall be applicable on one equated quarterly payment

Delay of more than one day of the prescribed timeline 2.5 %

Delay of more than two days of the prescribed timeline 5.0 %

Delay of more than three days of the prescribed timeline 7.5 %

Delay of more than four days of the prescribed timeline 10.0 %

1) Fraction of a day in reckoning period of delay in successful completion of work shall be eliminated if it is less than half a day.

2) The maximum amount of liquidated damages shall be 10% one equated quarterly payment