



National Skill Development Corporation  
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 T: +011-47451600-10 | F: +91-11-46560417 |  
 Website: [www.nsdcindia.org](http://www.nsdcindia.org)

**NATIONAL COMPETITIVE BIDDING for NON-CONSULTING SERVICES**

Selection of a BPO Agency to provide Call Centre and Desk Verification services to NSDC

(in Two Envelopes: Technical & Financial Bids)

<b>Name of the Non-Consulting Service</b>	<b>Selection of BPO Agency to Provide Call Centre and Desk Verification Services to NSDC</b>
<b>Period of commencement of Bidding Document</b>	<b>From: 22<sup>th</sup> May 2017 To : 22<sup>th</sup> June 2017</b>
<b>Pre-Bid Meeting</b>	<b>Date : 5<sup>th</sup> June 2017 Time 1100 hrs</b>
<b>Last Date and Time of Receipts of Technical and Financial Bids</b>	<b>Date: 22<sup>th</sup> June 2017. Time: 1400 hrs</b>
<b>Date &amp; Time of Opening of Technical Bids</b>	<b>Date: 22<sup>th</sup> June 2017. Time: 1430 hrs</b>
<b>Date &amp; Time of Opening of Financial Bids</b>	<b>Financial Bids of only Technically qualified bidders will be opened in presence of their representatives. Date and time will be intimated to the qualified bidders.</b>
<b>Place of Opening of Bids</b>	<b>National Skill Development Corporation Block-A, Clarion Collection, (Qutab Hotel) Shaheed Jeet Singh Marg   New Delhi-110016 T: +011-47451600-10   F: +91-11-46560417   Email: <a href="mailto:procurement@nsdcindia.org">procurement@nsdcindia.org</a> Website: <a href="http://www.nsdcindia.org">www.nsdcindia.org</a></b>

**INVITATION FOR BID**

(IFB)

## National Skill Development Corporation

### INVITATIONS FOR BIDS (IFB)

#### Selection of a BPO Agency to provide Call Centre and Desk Verification services to NSDC.

**Date: 22<sup>nd</sup> May 2017**

**Bid No.:** BID/MONITORING/2017/0009

1. NSDC Intends to hire services of reputed BPO agency to provide call centre and desk verification services to its various requirements under skill operations.
2. Bidding will be conducted through National Competitive Bidding procedures as per approved NSDC Procurement Guidelines and is open to all eligible bidders as defined in the *procurement guidelines*. Bidders from India should, however, be registered with either the State Governments/Government of India, or State/Central Government Undertakings. Bidders from India, who are not registered as above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing, if they become successful bidders.
3. NSDC now invites bids in two envelopes (Technical Bids and Financial Bids) for carrying out the call centre services as detailed in the table.
4. Bidding document can be freely downloaded from NSDC website at [www.nsdcindia.org](http://www.nsdcindia.org) Interested bidders may obtain further information at the address mentioned below. ***The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.***
5. Bids shall be valid for a period of 120 days after Bid closing and must be accompanied by security of the amount specified for the work in the table below, drawn in favour of NSDC, payable at New Delhi. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
6. Bids must be delivered at the address mentioned below on or before 1400 hours on 22<sup>nd</sup> June 2017 (date) and will be opened on the same day at 1430 hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue. Late Bids will be rejected
7. Other details can be seen in the bidding documents.
8. The address for communication is as under:

**National Skill Development Corporation**  
**Block-A, Clarion Collection, (Qutab Hotel)**  
**Shaheed Jeet Singh Marg | New Delhi-110016**  
**T: +011-47451600-10 | F: +91-11-46560417 |**  
**Email: [procurement@nsdcindia.org](mailto:procurement@nsdcindia.org)**  
**Website: [www.nsdcindia.org](http://www.nsdcindia.org)**

TABLE

Package No	Name of Non-Consulting Service	Bid Security * (Rs.)	Period of Contract
1	2	3	4
1.	<b>Selection of a BPO Agency to provide Call Centre and Desk Verification services to NSDC.</b>	25 Lakhs	Two years with annual performance review of the agency.

## Section I. Instructions to Bidders

### Instructions to Bidders (ITB)

#### A. General

1. **Scope of Bid**
  - 1.1 The Employer as defined<sup>1</sup> in Section II “**Bidding Data Sheet**” (**BDS**), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract are provided in the **BDS and the PCC**.
  - 1.2 The successful Bidder shall be expected to complete the performance of the Services by the Intended Completion Date **specified in the BDS** and the PCC.
  - 1.3 Throughout these Bidding Documents:
    - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (c) “day” means calendar day.
2. **Source of Funds**
  - 2.1 NSDC
  - 2.2 Not Used

<sup>1</sup> See Section VII, “General Conditions of Contract,” Clause 1. Definitions.

**3. Fraud and Corruption**

3.1 As per F & C section of Approved Procurement Guidelines of NSDC

**4. Eligible Bidders**

4.1 This Competition process is open to all firms subject to meeting the technical and qualification as laid down in the IFP

4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- i. Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- ii. Receives or has received any direct or indirect subsidy from another Bidder; or
- iii. has the same legal representative as another Bidder; or
- iv. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- v. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same sub-Service Provider in more than one bid; or
- vi. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Services that are the subject of the bid; or
- vii. any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation;
- viii. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
- ix. has a close business or family relationship with a

professional staff of NSDC who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the NSDC throughout the procurement process and execution of the contract.

4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-Service Providers or sub-consultants for any part of the Contract including related Services.

4.4 A Bidder that has been sanctioned by the Government of India, or any other state governments in accordance with the above ITB 3.1, shall be ineligible to be prequalified for, bid for, or be awarded a contract.

4.5 Not Used

4.6 Not Used.

4.7 Firms and individuals may be ineligible if so indicated in Section III and (a) as a matter of law or official regulations, the Indian Government prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of India prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8 Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request

**5. Qualifications of the Bidder**

5.1 All bidders shall provide in Section IV, "Letter of Service provider's Bid, Qualification Information, Letter of Acceptance,

and Agreement,” a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

- 5.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications. The update or confirmation should be provided in Section IV.

With the updated information the bidder must continue to be qualified in accordance with the criteria laid down in the prequalification document. All bidder shall also furnish the information for the following in Section IV irrespective of the bidders being pre-qualified:

- (i) Power of Attorney.
- (ii) Evidence of access to or availability of credit facilities certified by bankers.
- (iii) Details as stipulated in clause 5.3 (g) to (j)

- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV as part of their Technical Bids, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and addresses of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past



five years;

- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price. ***[for each the qualification and experience of the identified sub-Service Provider in the relevant field should be annexed.]***

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements **unless otherwise stated in BDS**;

- (a) the bid shall include all the information listed in Sub-clause 5.3 above;
- (b) the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
- (c) all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (d) below, as well as in the bid and in the Agreement [*in case of a successful bid*];
- (d) one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (e) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
- (f) The joint venture agreement should define precisely

the division of assignments to each partner. All members of JV should have active participation in providing services during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Employer;

- (g) The joint venture agreement should be registered in the place **specified in BDS** so as to be legally valid and binding on partners; and
- (h) a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

*[\* Fill in the name of the city where contract agreement is to be signed]*

5.5 To qualify for award of the Contract, the bidder in its name should have, in the last five years<sup>2</sup>, as **specified in the BDS**, the following experience and licenses:

- (a) annual volume of Services of at least the amount **specified in the BDS;**
- (b) experience as prime Service Provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as **specified in the BDS;**
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager and others as **specified in the BDS;** and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no

<sup>2</sup> Specify the financial years: they should be those immediately preceding the financial year in which the bids are received.

less than the amount **specified in the BDS.**

- (f) A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Sub-Service Providers' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS.**

5.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:-

- made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirement;
- record of poor performance such as abandoning the works or services, not properly completion or financial failures etc.;
- consistent history of litigation or arbitration awards against the bidder or any partner of the joint venture.

**6. One Bid per Bidder**

6.1 Each Bidder shall submit only one Bid either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub-Service Provider or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be disqualified.

**7. Cost of Bidding**

7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer shall in no case be responsible or liable for those costs.

**8. Site Visit**

8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for providing

the Services. The costs of visiting the Site shall be at the Bidder's own expense.

### **B. Bidding Documents**

#### **9. Contents of Bidding Documents**

9.1 The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

	Invitation for Bids
Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Not Used
Section IV	Forms of Letter of Technical Bid, Qualification Information, Price Schedule, Letter of acceptance, Agreement.
Section V	NSDC Policy-Corrupt and Fraudulent Practices
Section VI	Activity Schedule
Section VII	General Conditions of Contract
Section VIII	Particular Conditions of Contract
Section IX	Performance Specifications and Drawings (if applicable)
Section X	Contract Forms

9.2 Unless downloaded directly from the Employer's website, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, or Addenda to the Bidding Documents in accordance with ITB 11. In case of any contradiction, documents downloaded directly from the Employer's website shall prevail.

9.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid. . Sections IV, VI, and X should be completed and returned with the Bid in the number of copies **specified in the BDS**.

#### **10. Clarification of Bidding Documents**

10.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing at the Employer's address **indicated in the BDS**. The Employer shall respond to any request for clarification received earlier than 14

days<sup>3</sup> prior to the deadline for submission of bids. Copies of the Employer's response shall be uploaded on NSDC website, including a description of the inquiry, but without identifying its source. ***the employer will upload the addenda on the website and it will be the responsibility of the bidders [who downloaded the bid document] to search the website for any addenda.*** Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 11 and ITB 21.2.

- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Employer may modify the Bidding Documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the Bidding Documents and shall be uploaded on NSDC website. in accordance with ITB 10.1.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

### **C. Preparation of Bids**

- 12. Language of Bid**
- 12.1 All documents relating to the Bid shall be in the English.
- 13. Documents Comprising the Bid**
- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Letter of Service provider's Technical & Financial Bid (in the formats indicated in Section IV);
  - (b) Bid Security, in accordance with ITB Clause 17, if required;
  - (c) Priced Activity schedule;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 19.2;
  - (e) Qualification Information Form and Documents;
  - (f) Alternative offers where invited;
- and any other materials required to be completed and submitted

<sup>3</sup> *It may be necessary to extend the deadline for submission of bids if the Employer's response results in substantial changes to the Bidding Documents. See ITB Clause 11 below.*

by bidders, as **specified in the BDS**.

The documents listed in Section IV, VI, and X of sub-clause 9.1 shall be filled in without exception.

- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract.

#### **14. Bid Prices**

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section IX, based on the priced Activity Schedule, Section VI, submitted by the Bidder.

- 14.2 The Bidder shall fill in rates and prices (both in figures & words) for all items of the Services described in the Specifications (or Terms of Reference) Section IX and listed in the Activity Schedule, Section VI. Items for which no rate or price is entered by the Bidder shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity schedule. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

- 14.4 Not Used

- 14.5 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if **provided for in the BDS** and the provisions of Clause 6.6 of the General Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Particular Conditions of Contract and of the General Conditions of Contract.

- 14.6 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendix E to the Contract

#### **15. Currencies of Bid and Payment**

- 15.1 The lump sum price shall be quoted by the Bidder entirely in Indian Rupees.

#### **16. Bid Validity**

- 16.1 Bids shall remain valid for the period **specified in the BDS**. A bid valid for a shorter period shall be rejected by the employer as

non-responsive.

16.2 In exceptional circumstances, prior to the expiry of the original bid validity, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 17, it shall be extended up to 45 days after the extended deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request shall not be required or permitted to modify its Bid, except as provided in ITB Clause 16.3.

16.3 Not Used.

## 17. Bid Security

17.1 If **required in the BDS** the Bidder shall furnish, as part of its Technical Bid, a Bid security, in original form for the amount shown in BDS for these particular Services.

17.2 This bid security shall be in favour of, as **specified in BDS**, in one of the following forms:

- A bank guarantee issued by a nationalized/scheduled bank located in India or a reputed bank located abroad in the form given in Section XI; or
- Certified cheque or Bank draft payable to the employer as **specified in BDS**.
- If the institution issuing the guarantee is located outside India, it shall be counter signed by a Nationalized/Scheduled bank located in India, to make it enforceable.
- Fixed Deposit/Time Deposit certificates issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable provided it is pledged in favour of the agency named in BDS and such pledging has been noted and suitably endorsed by the bank issuing the deposit certificate.
- Any other security **specified in BDS**

17.3 Bank guarantee issued as Bid security for the bid shall be valid for 45 days beyond the validity of the bid. 'The bid security of venture must define as 'bidder' all joint venture partners a them in the following manner:  
a joint venture consisting of '.....', '.....', and '.....'

*names of all future partners as named in the letter of intent men in ITB 5.4(h))*

17.4 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clause 17.1 to 17.3 above will be rejected by the Employer as non-responsive, pursuant to ITB Clause 27.1.

17.5 The Bid security of unsuccessful bidder will be returned within 42 days of the end of the bid validity period specified in Sub-Clause 16.1& 16.2.

The Bid Security of successful bidders will be discharged and returned when the bidder has signed the Agreement and furnished the required Performance Security.

17.6 The Bid Security may be forfeited:

- (a) if a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Letter of Service Provider's Bid, except as provided in ITB Sub-Clause 16.2; or
- (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28.
- (c) if the successful Bidder fails within the specified time to:
  - (i) sign the Contract Agreement; or
  - (ii) furnish the required performance security.

17.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Service Provider's Bid, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 34; or furnish a performance security in accordance with ITB 35;

the Employer may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of three years.

## **18. Alternative Proposals by**

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.



## **Bidders**

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section IX. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

## **19. Format and Signing of Bid**

19.1 The Bidder shall prepare one original (Technical & Financial Bid) of the documents comprising the Bid as described in ITB Clause 13, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB Sub-Clause 5.3 (a) & 5.4 (d). A copy of the legally valid authorization as **specified in BDS** should be attached along with the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments such as interlineations, erasures or over writing have been made, shall be valid only if they are signed or initialed by the authorized person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections

shall be signed or initialed by the person or persons signing the Bid.

- 19.4 The Bidder shall furnish information as described in the Letter of Service Provider's Financial Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

#### **D. Submission of Bids**

#### **20. Submission, Sealing and Marking of Bids**

- 20.1 Bidders will submit their bids in two envelopes, namely Technical Bids and Financial Bids which will be marked accordingly. Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the procedures **specified in the BDS**. The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES."

20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address<sup>4</sup>**provided in the BDS;**
- (b) bear the name and identification number of the Contract as **defined in the BDS** and PCC; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Bid.

#### **21. Deadline for Sub-mission of Bids**

- 21.1 Bids must be received by the *Employer* at the address and no later than the date and time **indicated in the BDS**. Bidders submitting bids electronically (when permitted) shall follow the electronic bid submission procedures specified in the BDS against ITB 20.1.

21.2 The Employer may, at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall then be subject to the new deadline.

**22. Late Bids**

22.1 The *Employer* shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 21. Any bid received by the *Employer* after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**23. Withdrawal,  
Substitution  
and  
Modification of  
Bids**

23.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 19.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 19 and ITB 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 21. Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Bidders.

23.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Service Provider’s Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 17.6.

23.4 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause ITB 23.1 or included in the initial Bid

**E. Bid Opening and Evaluation**

**24. Bid Opening**

24.1 Except in the cases specified in ITB 22 and 23, the Employer

**(Technical &  
Financial;  
sequentially)**

shall publicly open the Technical Bids first; all bids received by the deadline, at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required, if electronic bidding is permitted in accordance with ITB 20.1, shall be as **specified in the BDS**.

- 24.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.
- 24.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification, the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids (if permitted), the presence or absence of a bid security; and any other details as the *Employer* may consider appropriate. Only discounts and alternatives & modifications read out at bid opening shall be considered for evaluation. The Letter of Service Provider's Bid and the Activity Schedule are to be initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS**. The Employer shall neither discuss the merits of any bid nor reject any bid at bid opening (except for late bids, in accordance with ITB 22.1).
- 24.4 The *Employer* shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

24.5 **Financial Bids of only those bidders will be opened who qualify the technical evaluation criteria attaining the minimum marks required. Those bidders will be invited for public opening of the Financial Bids giving reasonable time for them to attend the financial bid opening. Financial Bids will be opened in the presence of the bidders' representatives, who choose to attend the meeting.**

**25. Confidentiality**

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 34.4. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

**26. Clarification of Bids**

26.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdown of prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change including any voluntary increase or decrease, in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with ITB Clause 28.

**27. Examination of Technical Bids and Determination of Responsiveness**

27.1 Prior to the detailed evaluation of Technical Bids, the Employer shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required Bid Security in accordance with ITB Clause 17, if specified; and (d) is substantially responsive to the requirements of the Bidding Documents. (e) meets the minimum technical criteria marks

27.2 A substantially responsive Bid is one which conforms to all the

terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**28. Correction of Errors of Financial Bids**

28.1 Financial Bids as determined to be substantially responsive, and technically qualified shall be checked by the Employer for any arithmetic errors. Errors shall be corrected by the Employer as follows:

(a) only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total 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.

28.2 The amount stated in the Financial Bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.6 (b).

**29. Currency for Bid Evaluation**

The currency for bid evaluation shall be Indian Rupees only.

**30. Evaluation and Comparison of Financial Bids**

- 30.1 The Employer shall evaluate and compare only the bids determined to be substantially responsive and passing the Technical criteria in accordance with ITB Clause 27.
- 30.2 In evaluating the financial bids, the Employer shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 28;
  - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section VI, but including Day work, when requested in the Specifications (or Terms of Reference) Section IX;
  - (b) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
  - (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.4.
- 30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 30.4 The estimated effect of any price adjustment conditions under GCC Clause 6.6, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.
- 30.5 Where bids are invited for several lots, the Employer shall determine the application of discounts so as to minimize the combined cost of all the lots, pursuant to ITB Sub-Clause 30.2 (c).

**31. Preference for Domestic Bidders**

Not used

**F. Award of Contract**

**32. Award Criteria**

- 32.1 Subject to ITB Clause 33, the Employer shall award the Contract to the Bidder whose Bid has been determined to be

substantially responsive and technically qualified to the Bidding Documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

31.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

**33. Employer’s  
Right to Accept  
any Bid and to  
Reject any or all  
Bids**

33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

**34. Notification of  
Award and  
Signing of  
Agreement**

34.1 The Bidder whose Bid has been accepted shall be notified of the award by the Employer prior to expiration of the Bid validity period in writing. This letter (hereinafter and in the GCC called the “Letter of Acceptance”) shall state the sum that the Employer shall pay the Service Provider in consideration of the execution, completion, and maintenance of the services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

34.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 34.3.

34.3 The Agreement shall incorporate all agreements between the Employer and the successful Bidder. It shall be kept ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the Letter of Acceptance’s date. Within 21 days of receipt of letter of acceptance, the successful Bidder shall sign the Agreement and deliver it to the Employer along with performance security in accordance with ITB Clause 35.1 and revised methodology of providing services.



**35. Performance  
Security**

35.1 Within 21 days or as mentioned in the Letter of Acceptance, the successful Bidder shall sign the contract agreement and deliver to the Employer a Performance Security in the amount stipulated in the GCC and in the form (Bank Guarantee) **stipulated in the BDS**, in Indian Rupees.

35.2 If the Performance Security is provided by the successful Bidder in the in the form of a Bank Guarantee or cashier's cheque/certified cheque/Bank Demand Draft, it shall be issued at the Bidder's option, by a nationalized/scheduled bank located in India, or by a foreign bank acceptable to the Employer, through a correspondent bank located in India. The performance security of a Joint Venture shall be in the name of the joint venture.'

35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clauses 35.1 and 34.3 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security and employers may resort to awarding the contract to the next lowest evaluated responsive bidder. Upon the successful Bidder's, signing of the Agreement and furnishing of the Performance Security pursuant to ITB Clause 35.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Clause 17.5.

**36. Advance  
Payment and  
Security**

36.1 The Employer shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as **stated in the BDS**. The Advance Payment shall be guaranteed by a Security. Section X "Security Forms" provides a Bank Guarantee for Advance Payment form.

**37. Adjudicator  
/Disputes  
Review Expert**

37.1 All disputes or grievances may be addressed to MD & CEO of NSDC.

## Section II. Bidding Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	The Employer is: <i>National Skill Development Corporation (NSDC)</i>
<b>ITB 1.1</b>	The name of the Services is: <b>Selection of a BPO Agency to provide Call Centre and Desk Verification services to NSDC.</b>  The identification number of the Services is: <u>BID/MONITORING/2017/0009</u>
<b>ITB 1.2</b>	The Expected Contract Period – Two years from the date of signing of contract.
<b>ITB 5.2</b>	Prequalification has not been undertaken.
<b>ITB 5.3</b>	The information required from bidders in ITB Sub-Clause 5.3 is modified as follows:  <i>Added: Separate Technical Evaluation Criteria. Please refer Annexure – 1 at the end of BDS.</i>
<b>ITB 5.4 (g)</b>	Joint Ventures are allowed with not more than 3 entities in total including the Lead Bidder.
<b>ITB 5.5</b>	The previous financial years are:  2013 – 14; 2014 – 15; 2015 – 16.
<b>ITB 5.5</b>	The qualification criteria in ITB Sub-Clause 5.5 are modified as below in the following sub-sections:-
<b>ITB 5.5(a)</b>	The minimum required annual volume of Services for the successful Bidder in last three years shall be average of at least INR 15 Crore amount.  In case of JV, at least 70% be met by the lead bidder.
<b>ITB 5.5(b)</b>	Experience as prime Service Provider as BPO Agency in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 3 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete);  In case of JV, at least 70% be met by the lead bidder.
<b>ITB 5.5 (c)</b>	Proposals for the timely acquisition (own, lease, hire, etc.) of the essential

	equipment like (1) seating space for at least 150 operators (2) PRI Line (3) availability of office equipment like computers, internet services, etc.
ITB 5.5 (d)	<p>“The Key Personnel required for the project implementation are as per para for resource on boarding and training”:</p> <p>Bidders to attach their CVs along with the proposed positions.</p>
ITB 5.5 (e)	<p>liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than INR 50 Lakhs.</p> <p><i>[availability to be certified by a Scheduled Bank in the specified format]</i></p>
ITB 5.5 (f)	A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification. (provide a notary attested certificate for not having blacklisted or de-barred by any agency; government, non-government etc.) the certificate will be required for all partners under the JV.
ITB 5.6	Sub Service Providers’ experience <i>will</i> be taken into account
<b>B. Bidding Documents</b>	
ITB 9.3 and 19.1`	<ol style="list-style-type: none"> <li>1. The number of copies of the <b>Technical Bid</b> to be submitted: one in original and 2 in copies along with a pen drive ONLY for Technical Bid.</li> <li>2. <b>Financial Bid</b> (Hard Copy only): one in original.</li> </ol>
ITB 10.1	<p>For <b><u>clarification purposes</u></b> only, the Employer’s address is:</p> <p>National Skill Development Corporation  Block-A, Clarion Collection, (Qutab Hotel)  Shaheed Jeet Singh Marg   New Delhi-110016  T: +011-47451600-10   F: +91-11-46560417    e-mail: <a href="mailto:procurement@nsdcindia.org">procurement@nsdcindia.org</a>  Website: <a href="http://www.nsdcindia.org">www.nsdcindia.org</a></p> <p>Contact Person: Gopal Sharma ; Ajay Jindal</p> <p>Requests for clarification should be received by the Employer no later than <b>14 days prior to deadline for submission of bids</b></p>
ITB 10.1 (a)	Added the following as clause 10.1 (a):

	<p>Pre Bid meeting: - The bidder's designated representative is invited to attend a pre bid meeting which will take place as per details given below: -</p> <p>Date: 5<sup>th</sup> June 2017 .</p> <p>Time: <b>11.00 Hrs (IST)</b></p> <p>Venue: <b>NSDC Office</b></p> <p>The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p>
<b>ITB 10.1 (b)</b>	<p>Added the following as sub-clause 10.1(b):</p> <p>The Bidder is requested, to submit any questions in writing, to reach the Purchaser not later than <b>four (4) days</b> before the pre-bid meeting.</p>
<b>ITB 10.1 (c)</b>	<p>Added the following as sub-clause 10.1 (c) :</p> <p>Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who attended the meeting. Minutes of pre-bid meeting will also be uploaded on NSDC website at <a href="http://www.nsdcindia.org">www.nsdcindia.org</a> Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.</p>
<b>ITB 10.1 (d)</b>	<p>Added the following as sub-clause 10.1 (d):</p> <p>Non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder</p>
<b>C. Preparation of Bids</b>	
<b>ITB 13.1</b>	<p>The additional materials required to be completed and submitted are: (in case of a JV, all partners are required to submit the following)</p> <ul style="list-style-type: none"> <li>• Certified copy of Valid Registration as BPO / The call center should have a valid call center License for Telemarketing/ Domestic Call centre.</li> <li>• Certified copy of Provident Fund registration</li> <li>• Copy of PAN Card &amp; TAN No.</li> <li>• Income Tax return for the last 3 years has to be attached by the Bidder.</li> <li>• Certified copies of Service tax payment for last three years, Income Tax has to be attached by the Bidder.</li> <li>• The bidder must have registered itself with Department of</li> </ul>

	<p>Telecommunication (DoT)/ TRAI or any other agency authorized by DoT / TRAI.</p> <ul style="list-style-type: none"> <li>• All required permission to Run a call centre should be available from State or Central govt, TAX authorities and all other concerned authorities.</li> </ul>
<b>ITB 14.5</b>	The Contract will be subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
<b>ITB 16.1</b>	The Bid shall be valid for 120 days after the deadline for Bid submission specified in the BDS.
<b>ITB 17.1</b>	The amount of Bid Security shall be <b>INR 25 Lakh</b>
<b>ITB 17.2</b>	Bid Security should be in favour of National Skill Development Corporation, New Delhi
<b>ITB 18.1</b>	Alternative bids are NOT permitted.
<b>ITB 19.2</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall indicate:</p> <p><i>(a) Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid;</i></p> <p><i>(b) JV partners will provide due authorization for the Lead Bidder</i></p>
<b>D. Submission of Bids</b>	
<b>ITB 20.2 (a)</b>	<p>The Employer's address for the purpose of Bid submission is</p> <p>National Skill Development Corporation  Block-A, Clarion Collection, (Qutab Hotel)  Shaheed Jeet Singh Marg   New Delhi-110016  T: +011-47451600-10   F: +91-11-46560417    e-mail: <a href="mailto:procurement@nsdcindia.org">procurement@nsdcindia.org</a>  Website: <a href="http://www.nsdcindia.org">www.nsdcindia.org</a></p>
<b>ITB 20.2 (b)</b>	Name and Identification number of the contract as given in ITB 1.1 above in this sheet.
<b>ITB 20.2 (c)</b>	The warning should read "DO NOT OPEN BEFORE [22 <sup>nd</sup> June 2017 at 1430 Hrs.]"
<b>ITB 21.1</b>	<p>The deadline for submission of bids shall be: 22<sup>nd</sup> June 2017 at 1400 Hrs.;</p> <p>In the event the specified date is declared as a holiday for the employer, the bids will be received up to the appointed time on the next working day.</p>

### E. Bid Opening and Evaluation

<b>ITB 24.1</b>	<p>The bid opening shall take place at:</p> <p>National Skill Development Corporation Block-A, Clarion Collection, (Qutab Hotel) Shaheed Jeet Singh Marg   New Delhi-110016 T: +011-47451600-10   F: +91-11-46560417   e-mail: <a href="mailto:procurement@nsdcindia.org">procurement@nsdcindia.org</a> Website: <a href="http://www.nsdcindia.org">www.nsdcindia.org</a></p> <p>Date: 22<sup>nd</sup> June 2017 ; Time: 1430 hrs.</p> <p>In the event specified date is declared as a holiday for the employer, the bids will be received up to the appointed time on the next working day.</p>
<b>ITB 24.3</b>	<p>The Letter of Service Provider's Technical Bid shall be initialed by three representatives of the Employer conducting Bid opening:</p>
<b>F. Award of Contract</b>	
<b>ITB 35.1</b>	<p>The Performance Security acceptable to the Employer shall be in the Standard Form of Bank Guarantee and for an amount of <b>5% of the contract price.</b></p>
<b>ITB 36.1</b>	<p>The Advance Payment shall be limited to <b>two months of mobilization cost</b> against equivalent amount of Bank Guarantee from a Nationalized/Scheduled Commercial Bank to be provided by the Service Provider.</p>
<b>ITB 37.1</b>	<p>All grievances must be addressed to MD &amp; CEO of NSDC.</p>

### Technical Evaluation Criteria

#### Technical Qualification Criteria (Stage-2)

This evaluation will be carried out on a total score of 100 on the basis of the following evaluation parameters defined in this section.

The evaluation methodology is further broken down into sub areas as under.

S.no	Evaluation Criterion	Description	Maximum/Minimum Marks	Documents Required
1	Relevant Experience	Evaluation of experience of managing Call center in India	20/12	Copies of contract and completion Certificate.
2	Relevant experience in implementation & Data warehousing and analytics	Experience in creating Data ware housing and analytics	20/12	Copies of contract and completion Certificate
3	Completeness of solution proposed	Call Center technology proposed Approach during initial setup period, operations period and transition management.	20/11	
4	Relevant Experience in implementation of CRM Solutions (Solo or Turnkey)	CRM implementations and Completeness of the CRM solution proposed supported by relevant proofs and documents such as work order/client certificates etc.	10/6	References of the Project
5	Team Profile	Evaluation of Bidder's proposed team for the engagement including FTEs for multiple languages	10/6	CVs of the Team members
6	Presentation of proposal and	Presentation of proposal to NSDC to	20/12	

	solution walk through TEC	gauge their understanding of NSDC's expectation and product demonstration/ walkthrough of capabilities of the proposed Call Centre		
7	Total Marks		100	

Any critical noncompliance/deviations may lead to disqualification of the Bidder. The scores will be evaluated taking as a whole number.

Bidders achieving the minimum passing mark for ALL of the individual evaluation activities from Sr. No. 1 to 6 will be considered eligible for Commercial evaluation process

The minimum qualifying aggregate technical score for Stage 2 will be 70% of total score for the technical evaluation. Only those bidders who qualify through the Stage 2 - Technical evaluation stage will be short listed for commercial evaluation.

Also TEC may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise is resorted to.

**Relevant Experience (refer S.NO 1 of the Technical Qualification Criterion)**

The bidder is required to provide documentary evidence of its relevant past experience for the various parameters identified in the table below.

S.No	Past Experience	Score	Min Score
A	Implementing and Managing Call Centre operations for any client in India with over 100 FTEs (for each client) during the last 5 years on the date of publication of RFP		6
	3 or more clients	10	
	2 clients	8	
	1 clients	6	
	Nil Client	0	
B	Should have experience in completion of turnkey projects worth 10 cr which include large dataset handling. Data analytics, data ware housing and extensive reporting		6
	3 or more Clients	10	
	2 Clients	8	
	1 Client	6	
	Nil Client	0	

**Completeness of Solution Proposed: refer S.NO 3 of the Technical Qualification Criterion**



Responses received in Technical Bid would be used for evaluating the Bidder on the understanding of Completeness of solution proposed.

- a) The Bidder will be scored on the following parameters for project approach & methodology:

S.no	Parameter	Maximum Marks#	Minimum Marks
1	Suggested project Methodology	10	6
2	Adherence to Timelines	15	8
3	Solution Proposed	10	6
4	Value add proposed to TEC	10	6
5	Governance & project Management Methodology	10	6
6	Data Security	10	6
7	CRM	15	8
8	Addressing Language issue	10	6
9	Hiring of resources	10	6
	Total	100	

# Total marks 100 to be Prorated to 20

**Team Profile(refer S.NO 5 of the Technical Qualification Criterion)**

The bidder is required to provide the governance structure/ escalation matrix and profile of all the key personals of the organization including the proposed FTEs/Agents who would support the project.

**Presentation of proposal (refer S.NO 6 of the Technical Qualification Criterion)**

NSDC will schedule the presentations and intimate the bidders of the time and locations. Failure of a bidder to complete a scheduled presentation may result in the rejection of that Bidder's proposal.

S.no	Parameter	Explanation	Max marks#	Min marks
1	Proposed contact centre solutions and its components	Detailed presentation on the solution scope components as per requirement	20	12
2	Contact centre management and governance approach	Structure, governance processes and SLA adherence as defined in the RFP	10	6

3	Project implementation plan	Proposed project approach which would ensure smooth transition from present state to desired state	30	18
4	Key value propositions	Key differentiators/ value-add presented by the bidder	30	18
5	Relevant case studies	Relevant case studies where requirements similar to those mentioned in the documents have been met	10	6
		Total	100	

# Total marks 100 to be Prorated to 20

**Section III. NOT USED**



**Section IV. Forms of Letter of Service Provider's Technical Bid, Letter of Service Provider –Financial Bid, Price Schedule, Qualification Information, Letter of Acceptance, and Agreement (Form of Contract)**

## 1. Letter of Service Provider – Technical Bid

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**IFB No.:**

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit our Bid, in two parts, namely:

- (a) the Technical Bid, and
- (b) the Financial Bid

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 11;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Conformity:** We offer to execute in conformity with the bidding document the following Services: *[insert a brief description of the Services to be provided]*
- (d) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 of days from the date fixed for the Bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (f) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member,
- (g) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not

subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any state or central government.

- (h) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (i) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, or any other Bid that you may receive; and
- (j) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (k) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely “Prevention of Corruption Act 1988.”; and

**Name of the Bidder:** \*[insert complete name of person signing the Bid]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:\*\***[insert complete name of person duly authorized to sign the Bid]

**Title of the person signing the Bid:** [insert complete title of the person signing the Bid]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] **day of** [insert month], [insert year]

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

**2. Letter of Service Provider’s Financial Bid**

*The Bidder must prepare the Letter on stationery with its letterhead clearly showing the Bidder’s complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.***

.....  
Date: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To: ***(Insert name of the Employer)***

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 11);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer in accordance with ITB 4.7& ITB 5.7;
- (d) We offer to execute in conformity with the Bidding Documents the contract for providing the following service.  
\_\_\_\_\_;
- (e) The total price of our Bid, excluding any discounts offered in item (d) below is:  
\_\_\_\_\_ ***[both in words and figures];***  
total price of the Bid ***[insert the total price of the bid in words and figures];***
- (f) The discounts offered and the methodology for their application are:
  - (i) The discounts offered are: ***[Specify in detail each discount offered.]***
  - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: ***[Specify in detail the method that shall be used to apply the discounts];***  
\_\_\_\_\_;
- (g) We require advance payment equal to.....as provided in ITB clause 36.1;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;



- (i) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 6.1;
- (j) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:<sup>5</sup>

Name of Recipient	Address	Reason	Amount
.....	.....	.....	.....
.....	.....	.....	.....

- (k) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or any collusive arrangements with competitors;
- (l) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely “Prevention of Corruption Act 1988”;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) If awarded the contract, the person named below shall act as Service Provider’s Representative: \_\_\_\_\_

Name of the Bidder\* *[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

\* In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

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<sup>5</sup>If none has been paid or is to be paid, indicate “none”.

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**Details of Quoted Price (in INR) by the Bidder**

S#	Division	Required positions (c)	Per seat cost (INR) (d)	Duration (months) (e)	Total Cost (in INR) (f)	Taxes
(a)	(b)				[c x d x e]	
1	FTE	120		24		
2	Team Leader	One per 10 FTE		24		
3	Quality Manager	One per 30 FTE		24		
4	Project Manager	one		24		
	Total					

**NOTE:**

1. The bidder shall also quote the cost per call separately, if this is to be taken as the basis for selection of the vendor and further implementation of the contract.
2. Bidder to indicate applicable taxes. Any change in Taxes will be made as per applicable law and rates.
3. Taxes will not be considered for evaluation purposes.
4. Any increase or decrease in number of FTE requirement will be made by prior approval of NSDC and rates as mentioned per seat for the particular division will be applicable.
5. Payments will be made on the actual number of FTEs used for the respective divisions.
6. Invoices to be raised for respective division with verification from respective divisional representative.

## 2. Qualification Information

**Notes on Form of Qualification Information**

The information is to be filled in by individual bidders and by each member of Joint Venture in case of JV participating in the Bid. The following pages will be used for purposes of post-qualification as provided for in Clause 5 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

<b>2.1 Individual Bidders Qualification</b>									
1	(i) Constitution or <b>legal status</b> of Bidder (ii) Place of registration: (iii) Principal place of business: (iv) Power of attorney of signatory of Bid					[attach copy] ..... ..... [attach]			
Total <b>annual volume of services provided</b> and payments received in the last five years preceding the year in which bids are invited. ( <i>Attach certificate from Chartered Accountant</i> )					Year	(Rs. In millions)			
					20 -20				
					20 -20				
					20 -20				
					20 -20				
					20 -20				
<b>(A) Services performed as prime Service Provider</b> ( <i>in the same name and style</i> ) on providing services of a similar nature and volume over the last five years <sup>6</sup> . [ <i>Attach certificate from the Engineer-in-charge.</i> ]									
Project Name	Name of Employer	Description of Service	Contract No.	Value of contract	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any	
<b>(B) Activities executed as prime Service Provider</b> ( <i>in the same name and style</i> ) in the last five years: <sup>7</sup>									
Year	Name of the Work	Name of Employer*	Quantity of activities performed@			Remarks* (indicate contract Ref)			
			1	2	3				
20---20—									
20---20—									

<sup>6</sup> Immediately preceding the financial year in which bids are received.

<sup>7</sup> Immediately preceding the financial year in which bids are received.

20---20—								
20---20—								
20---20—								

[@ The items or activities for which date is requested should tally with that specified in ITB 5.5(b)

\* Attach certificates from Engineer in-charge]

2.2	<b>Availability of Major items of Service Provider’s Equipment:</b> List all information requested below. Refer also to Clause 5.3 (d) & 5.5 (c) of the Instructions to Bidders.									
	Item of Equipm ent	Descript ion	ma ke	capac ity	age (Yea rs)	Condi ti on	Numb er availa ble	Owned	Leas ed	Purchased
2.3	<b>Qualifications of technical personnel proposed:</b> Refer also to Clause 5.3 (e) and Clause 5.5 (d) of the Instructions to Bidders and Clause 4.1 of Part-1 General Conditions of Contract.									
	Position	Nam e	Qualificati on	Years of experien ce ....	Years of experience in proposed position					
					1	2	3	Total		
2.4	<b>Proposed sub-contracts and firms:</b> Refer to ITB Clause 5.3 (j) and GCC Clause 3.5 and 4.									
	Sections of the Services	Value of subcontract	Sub-Service Provider (name and address)			Experience in similar services				
Note: <i>The capability of the sub-Service Provider will also be assessed (on the same lines as for the main Service Provider) before according approval to him.</i>										
2.5	Financial reports or the last five years: Balance sheets, profit and loss statements, auditors’ reports, etc. List below and attach copies.									
	.....									

2.6	<p>Financial Resources: Evidence of access to financial resources to meet the qualification requirements [<i>cash in hand, lines of credit, etc.</i>] List below and attach copies of support documents. [<i>Attach a certificate from Bank in the format at the end of this section. Other Certificate, will not be accepted</i>]</p> <p>.....</p> <p>.....</p> <p>.....</p>															
2.7	<p><b>Banker's References:</b> Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.</p> <p>.....</p> <p>.....</p> <p>.....</p>															
2.8	<p><b>Information on current litigation in which the Bidder is involved.</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%; text-align: center;">Name of Other party(s)</th> <th style="width: 20%; text-align: center;">Cause of dispute</th> <th style="width: 20%; text-align: center;">Litigation where (Court or Arbitration)</th> <th style="width: 15%; text-align: center;">Amount involved</th> <th style="width: 25%; text-align: center;">Remarks regarding present status</th> </tr> <tr> <th style="text-align: center;">1</th> <th style="text-align: center;">2</th> <th style="text-align: center;">3</th> <th style="text-align: center;">4</th> <th style="text-align: center;">5</th> </tr> </thead> <tbody> <tr> <td style="height: 30px;"></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name of Other party(s)	Cause of dispute	Litigation where (Court or Arbitration)	Amount involved	Remarks regarding present status	1	2	3	4	5					
Name of Other party(s)	Cause of dispute	Litigation where (Court or Arbitration)	Amount involved	Remarks regarding present status												
1	2	3	4	5												
2.9	<p><b>Proposed Program (Service work method and schedule):</b> The bidder should attach descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents. [<i>Refer Clause 5. 1</i>]</p>															

2.10	<b>Statement of Compliance under the requirements of Sub-Clause 5.3 of ITB.</b>							
2.11	<b>Financial Statements Summary:</b> To be submitted by each bidder including each members of JV.							
<b>SUMMARY OF FINANCIAL STATEMENTS</b>								
<b>Name of bidder/JV Member:</b>								
<b>(Equivalent Rs. Million)</b>								
	<b>S.No.</b>	<b>Financial Information in Rupee equivalent with exchange rate at the end of concerned year</b>	<b>Actuals for Previous five years excluding the current financial year</b>					<b>Ref. of Page Nos. of Balance Sheets</b>
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	1.	Total Assets						
	2.	Total Turnover						
	3.	Current Assets						
	4.	Current Assets + Loan & Advances						
	5.	Total Liabilities						
	6.	Current Liabilities						
	7.	Current liabilities & provision						
	8.	Profit before Interest and Tax						
	9.	Profit before Tax						
	10.	Profit after Tax						
	11.	Shareholder's Funds (Net Worth)=(Paid up equity + Reserves) - (revaluation reserves + Miscellaneous expenditure not written off)						
	12.	Depreciation						
	13.	Current Ration (2)/(5)						
	14.	Net cash accruals = Profit after Tax + depreciation						
2.12	<p>This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.</p> <p><b>Additional Requirements:</b> Bidders should provide any additional information required to fulfill the requirement of Clause 5 of ITB.</p>							

2.13	<p style="text-align: center;"><i>SAMPLE FORMAT (no substitute is acceptable) FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES* CLAUSE 5.5 [e] OF ITB</i></p> <p style="text-align: center;"><i>BANK CERTIFICATE</i></p> <p><i>This is to certify that M/s.....is a reputed company with a good financial standing.</i></p> <p><i>If the contract for the Services, namely..... is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. .... to meet their working capital requirements for executing the above contract.</i></p> <p style="text-align: right;"><i>---Sd.---</i></p> <p style="text-align: right;"><i>Name of Bank</i></p> <p style="text-align: right;"><i>Senior Bank Manager</i></p> <p style="text-align: right;"><i>Address of the Bank</i></p> <hr/> <div style="border: 1px solid black; padding: 5px;"> <p><i>* Change the text as follows for Joint Venture:</i></p> <p><i>This is to certify that M/s. .... Who has formed a JV with M/s. .... and M/s. .... for participating in this bid, is a reputed company with a good financial standing.</i></p> <p><i>If the contract for the Services, namely ..... [funded by the World Bank] is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs. .... to M/s. .... to meet the working capital requirements for executing the above contract.</i></p> <p><i>[This should be given by the JV members in proportion to their financial participation.]</i></p> </div> <p><i>(To be given from a nationalized or scheduled bank in India. No other substitute will be acceptable)</i></p>
3	<b>Joint Ventures</b>
3.1	The information listed in 1 to 2.8 above shall be provided for each partner of the joint venture.



- 3.2 The information in 2.9 above shall be provided for the joint venture.
- 3.3 Attach the power of attorney of the signatory[ies] of the bid, authorizing signature of the behalf of the joint venture.
- 3.4 Attach the agreement among all partners of the joint venture [*and which is legally binding on all partners*], which shows the requirements as indicated in sub-clause 5.4 of the ‘Instructions to Bidders’. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

3.5 Furnish details of participation proposed in the joint venture as below:

**DETAILS OF PARTICIPATION IN THE JOINT VENTURE**

<i><b>PARTICIPATION DETAILS</b></i>	<i><b>FIRM ‘A’ (Lead Partner)</b></i>	<i><b>FIRM ‘B’</b></i>	<i><b>FIRM ‘C’</b></i>
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			

		Execution of Services (Give details on contribution of each partner and the controlling partner)		

**3. Letter of Acceptance**  
*[letterhead paper of the Employer]*

*[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 34 and 35. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed]*

*[insert date]*

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

To: *[insert name and address of the Service Provider]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the PCC]* for the Contract Price ..... *[insert amount in numbers and words]* as corrected and modified<sup>8</sup> in accordance with the Instructions to Bidders is hereby accepted by our Agency.

We note that as per your bid, you do not intend to subcontract any component of services.

[OR]

We note that as per your bid, you propose to employ M/s. .... as sub-Service Provider for executing .....

*[Delete whatever is inapplicable]*

You are hereby requested to furnish Performance Security, in the form detailed in ITB Clause 35.1 for an amount of Rs. \_\_\_\_ within 21 days of the receipt of this letter of acceptance, valid upto 28 days from the date of issue of the Certificate of Completion i.e. upto ..... and sign the contract, failing which action as stated in ITB Clause 35.3 will be taken.

We have reviewed the proposed methodology submitted by you along with the bid in response to ITB Clause 5.1 and our comments are given in the attachment. You are requested to submit a revised Program as per Clause 2.2. of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

Yours faithfully,

<sup>8</sup> Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

Authorized Signature.....

Name and Title of Signatory.....

Name of Agency.....

**Issue of Notice to proceed with the Services**  
(letterhead of the Employer)

\_\_\_\_\_ (date)

To

\_\_\_\_\_ (name and address of the Service Provider)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 35.1, insurance policy as per GCC 3.4, methodology as stated in letter of acceptance and signing of the contract agreement for providing the Services of \_\_\_\_\_ at a Bid Price of Rs. \_\_\_\_\_, you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of  
signatory authorized to sign on  
behalf of Employer)

**4. Form of Contract**  
*[letterhead paper of the Employer]*

**LUMP-SUM REMUNERATION**

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

“...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid;
- (c) the Particular Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices:

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Sub-Service Providers

Appendix D: Not used

Appendix E: Breakdown of Contract Price in Rupees as per Financial Bid

Appendix F: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

---

*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

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*[Authorized Representative]*

*[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

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*[name of member]*

---

*[Authorized Representative]*

---

*[name of member]*

---

*[Authorized Representative]*

**Section V. - Fraud and Corruption**  
**(Section V shall not be modified)**  
**Section 5. NSDC Policy – Corrupt and Fraudulent Practices**

1.1 It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, bidders/suppliers/contractors/consultants associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:

- a. Proposal for award may be rejected, if it determines that the bidder, recommended for award, and/or its employees, sub-contractors, sub-consultant, sub-vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
- b. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/consultant and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;
- c. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of above provision, the terms, "Corrupt Practice" and "Fraudulent Practice", mean following:

**"corrupt practice"** means offering, giving, receiving, or soliciting anything of value to influence the action of NSDC's official(s) in the procurement process or in the contract execution; and

**"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non-competitive levels.



## **Part 2 – Activity Schedule**

## **Section VI. Activity Schedule**

The National Skill Development Corporation India (NSDC) was setup as a one of its kind Public Private Partnership Company with the primary mandate of catalyzing the skills landscape in India. The main objectives of the NSDC are to:

- Upgrade skills to international standards through significant industry involvement and develop necessary frameworks for standards, curriculum and quality assurance
- Enhance, support and coordinate private sector initiatives for skill development through appropriate Public-Private Partnership (PPP) models; strive for significant operational and financial involvement from the private sector
- Play the role of a "market-maker" by bringing financing, particularly in sectors where market mechanisms are ineffective or missing
- Prioritize initiatives that can have a multiplier or catalytic effect as opposed to one-off impact.

To achieve these objectives, NSDC has introduced various Skilling initiatives like PMKVY, Udaan, Special Projects, non-funded skill programs which are implemented through accredited and affiliated training partners/centers, trainers, assessors etc. Hence, NSDC is always in interactive mode with skill ecosystem that includes SSCs, Training Partners, Training Centers, prospective Trainees, Trainers, Assessors, state governments, NGOs, and common citizens. The primary objective of these schemes is to provide benefit to the society especially weaker sections, women, youth and minorities with an aim improve their socio-economic status. NSDC now plans to set up an inbound/outbound call center to get independent feedback from the beneficiaries of these NSDC schemes and also educate them on ways to derive maximum benefits from respective schemes.

Call Centre is one of the modes for receiving and transmitting large volume of information requests to the eco system. This Call center is expected to work as Outbound/Inbound Call Center as well as a Contact center, aimed at independent feedback from the beneficiaries of these NSDC schemes and also educate them on ways to derive maximum benefits from respective schemes.

### **Vision for “Call Centre”**

The objectives for establishment of Call Centre are:

- (a) Sensitize citizens about different Government schemes being run for their benefits
- (b) Collect feedback on various schemes initiated by the government to drive improvement programs
- (c) Provide analytics support for the use of NSDC.

Through this RFP, a System Integrator (SI) will be selected who will establish and operate this Call Centre for at least two years from date of successful commissioning. The objective of this RFP is to select a SI who could perform all the required activities as per the scope of work defined in this section and helps NSDC in establishing and managing a state of the art Call Centre.

## Key Stakeholders:

Key stakeholders that shall be serviced through the call centre are

- (1) Participants: Every resident of India who is either an a) existing or b) potential participants of one or more schemes (from the list of schemes provided by the Purchaser).
- (2) MSDE: Ministry of Skill Development which are directly or indirectly involved in execution/support of the schemes.
- (3) NSDC: A program management unit that will be set up to oversee that the program meets its objective

## Scope of Work

This section contains scope of work for Call Centre establishment, operation and maintenance for a period of 2 years.

NSDC envisages establishment of call centre on outsourcing model to suitable bidder, who will be responsible for establishing, operating and managing the end-to-end Call Centre services for NSDC. Call Centre operations should be purely on outsourced model and will be setup at bidder premises. The bidder should setup all required infrastructure as required for operation of Call Centre.

The Overall Scope of Work Will

Include:

Setting up of Call Centre infrastructure

Setting of other channels of communication like email, chat and social.

Hiring of Expert Manpower

Training of Manpower

Design and Development of algorithms to handle grievances and queries from the eco system

## Detailed Scope of Work

The system is envisaged to start with a capacity of 120 seats which may be scalable up to 170 over a period of 2 years depending upon the response of citizens. Following are the key features of call centre:-

No of Seats	Minimum dedicated 120 seats for NSDC at all locations combined. The premises will have capacity for quick scalability to higher number of seats up to 170.
Languages Supported	Hindi, English, Tamil, Kannada, Telagu, Bengali, Marathi, Assamese, Oriya and Manipuri. NSDC reserves the right to seek extension of services for selected regional languages in future.
Operations	As per service window mentioned and consistent with the service level mentioned in Section SERVICE LEVEL REQUIREMENTS
Accessibility	Accessible through a Toll Free Number. (to be arranged), email, chat and remote management
Location	To be identified by the bidder in tier 1 and tier 2 cities and not more than 3 centres
Service Window	9 AM to 6 PM on all working days except Saturday, Sunday and holidays as per NSDC's List of Holidays

Staff	Call centre should have their own staff members and shall not sub contract the manpower.
-------	--

**Minimum 50% agents should be fluent in Hindi and the other 50% should support other regional languages. Individuals with multi-lingual capabilities should be hired as FTEs.**

***Vendor may be asked to add resources who can speak other regional languages when required as per the same cost quoted in their financial bid.***

The bidders are expected to ramp-up or ramp-down operation capacity by 15% in 10 days of notice period for all sets of agents to handle certain surges during operation period (such ramp down will be limited to thrice a year). This project on turnkey basis would be understood to mean that the call centre vendor shall have the complete responsibility to design, establish, operate and maintain the complete setup at its premises and provide agent based cost to the Ministry.

Bidder has to identify the space prior to participating in the bid. NSDC at its discretion may visit the site before the evaluation of bid or award of tender. NSDC at its discretion may ask the vendor to change the place of call centre. In this case the alternative space may be provided by the vendor within 15 days.

Through this RFP document NSDC invites interested parties and established call centre players who have expertise in the area to submit their bid.

Bidder shall understand the processes of NSDC and various service requirements at the Call Centre. Call Centre services would be required for - Inbound Calls, Outbound Calls, IVR functions, chat, email etc.

The arrangement of Toll Free Number, SMS services, OBD calling facility and PRI lines as per capacity will be arranged by the bidder for which NSDC would make payments against actual billing.

Bidder shall design the overall approach for call centre operations, which will include but not limited to the following:

Detailed plan including timelines for setup of call centre

Defining various procedures linked to call centre like call handling procedure, call routing procedure, interface between NSDC and call centre systems

Reporting requirements

Designing call scripts for various types of calls.

Designing of algorithms for solving various grievances and queries.

Deployment of dedicated Human resources as mentioned in scope of work.

## *For Indicative Detailed Scope of Work*

### **Call Centre resource requirement projections by users:**

#### **Indicative Scope of Work:**

The service provider shall set up the Call Center with a capacity of 120-170 Executives for providing the information related to the NSDC and various skill initiatives like PMKVY courses and assist candidates with their queries and Candidate Validation activities. The Total numbers of executives could be increased and decreased depending on call volumes.

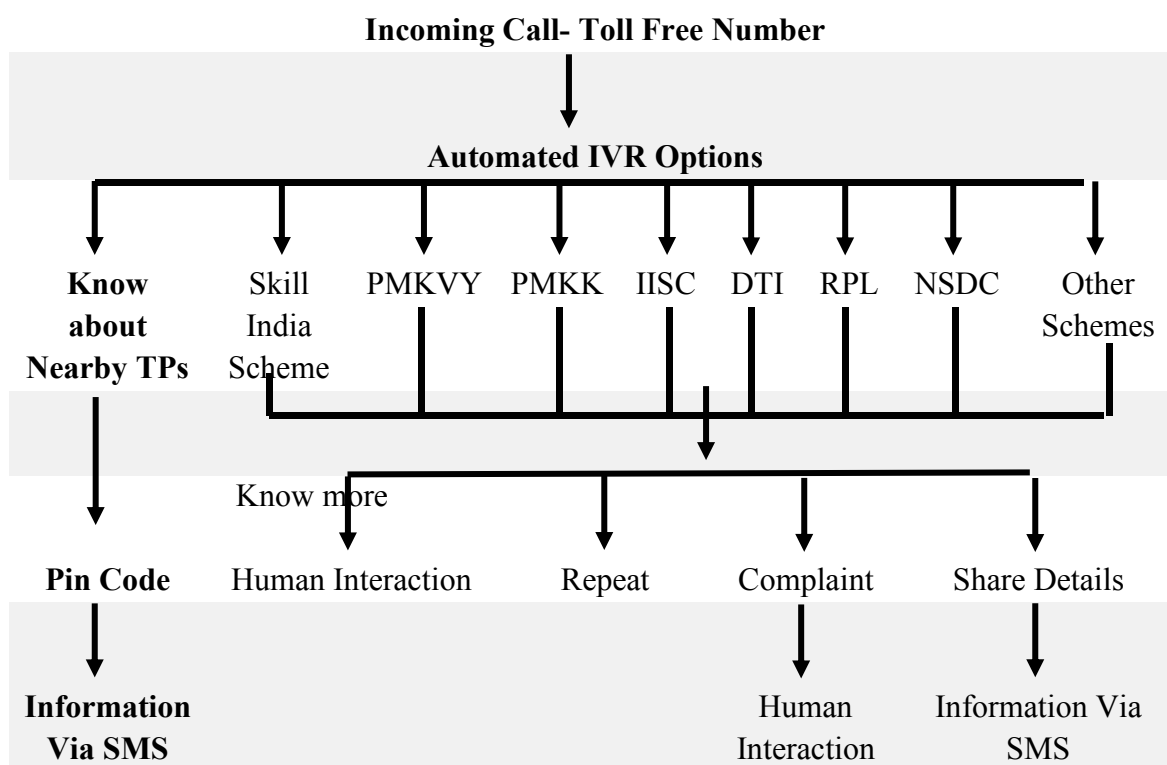
An Inbound/Outbound Contact Center with Toll Free number will be set up as per NSDC requirements.

Call Center would address the major languages: NSDC would also reserve right to seek support for additional languages as per requirements.

Activity	Inbound/Outbound	FTE	Details
Training Partner Queries (9289200333)	Inbound	9	To set up Dedicated Helpline to get all required details and to solve queries regarding the becoming NSDC training partner <a href="#">and centres</a> on Helpline
Fee Based training model	Outbound	37	Out-calling process to validate details of trainee, training partner and employer as per data updated in SDMS to ensure accuracy of data highlight discrepancies
Monitoring PMKVY	Outbound	51	Out-calling process to validate details of trainee, training partner and employer as per data updated in SDMS to ensure accuracy of data and highlight discrepancies
CSR	Outbound	4	Out-calling process to validate details of trainee, training partner and employer as per data updated in SDMS to ensure accuracy of data and highlight discrepancies
Helpline	Inbound	26	Inbound Call Center with Toll Free on basis of NSDC requirement to cover all major specified above to answer candidate's queries related to NSDC and PMKVY course enrolment and any grievances.

Helpline	Chat/Email	7	Chat support desk to provide information to interested candidates and reply to emails.
Udaan (08803633333)	Inbound & Outbound	2	For both inbound and outbound to provide information to prospective students on schemes and recruitment drive under NSDC Udaan scheme.
Media team (2 months only in a year)	Inbound & IVR	37	Inbound Call Center with Toll Free on basis of NSDC requirement to cover all major languages Hindi, English, Bengali, Oriya, Martahi, Tamil, Telgu and Kannada to answer candidates queries related to special skilling drives .

### Call Flow Guide



### Call Centre Infrastructure and Technology

- Bidder shall be responsible for providing premises duly equipped with requisite infrastructure like power, lighting, network connectivity, security systems, etc.
- Provision must be made for dedicated seating for FTEs for NSDC with proper lighting, air conditioning etc. to ensure sufficient comfort levels to the FTEs/Agents as well as the NSDC officials, if any. Other basic facilities like water, toilets, canteen etc. should also be provided.
- Adequate training facilities should also be provided to FTE/Agents on various schemes, programmes and guidelines including availability of proper rooms with whiteboards, projectors and other appliances.

- d. The Call Centre should have the scalability to accommodate/create the additional number of seats, if so required by NSDC.
- e. Bidder shall arrange for IVRs, Dialer and related hardware, software and network components for running the call centre operations.

## **IVR**

- i. IVRS should have an easy navigable voice assistance for the caller to select the desired option of language, IVRS should promote and educate beneficiaries regarding government schemes and programs with a permission from caller preferable at the end of the call and all messages should be tailor made considering the profile of the person calling, region, gender etc.
- ii. Receive all inbound calls on the telephone number specified by NSDC
- iii. And prompts the callers to make their selection(s)
- iv. Identify customer through CLI and support intelligent call routing
- v. Ability to identify state and language based on originating number and IVR should communicate in the same language.
- vi. Ability to direct the calls to a regional language speaking FTE/Agent based on originating number
- vii. IVR should be able to support speech recognition for multiple languages, especially Hindi and English to start with. IVR should also be able to support text to speech recognition for multiple languages, especially Hindi and English to start with.
- ix. Provide an easy to configure system that enables the users to change the IVR tree with no hard coding
- x. Support messages scheduling.
- Xi IVR should support atleast 300 ports to handle the peak capacity.
- xi. The IVR solution must be capable to capture usage details of each customer as the customer traverses through a call. The IVR solution should have an interface through which usage details can be shared with other solutions.
- xii. The IVR must integrate with the rest of the proposed solution to provide seamless call centre performance
- xiii. Bidder shall configure and implement the IVR product and dialer along with any required third party solutions to meet NSDC's requirements.
- xiv. Bidder shall design the IVR tree structure in consultation and with the approval of NSDC. NSDC may suggest changes and customization in IVR tree structure from time to time, which the bidder shall execute within 10 working day at no additional cost.
- xv. There shall also be a provision of ignoring the IVRS and directly landing the call with FTE/Agent
- xvi. In case of additional language request from NSDC the bidder should be able to configure the additional language in the IVR.
- xvii. Bidder should be able to configure important messages/advertisements on IVR free of cost during the waiting period. The content and time period for such messages/advertisements shall be decided by NSDC.

## **Computer Telephone Integration (CTI)**

- i. Should be able to integrate with call centre solution
- ii. It may be interfaced with the Core system of NSDC i.e. SDMS so send/receive data which needs to be populated (as in when developed).
- iii. Ability to generate service requests and register grievances
- iv. On transferring the call to another FTE/Agent the screen too should be transferred to that FTE's/Agents's screen.

V. The CTI must be capable of activating the fast dialling feature of the Automatic Call Distributor(ACD)

vi. Call events should be handled from the system such as hold, retrieve hold, conference, transfer etc.

**Call centre application:**

i. The software would maintain complete call history of all calls received and the candidates at the call centre through a central customer relationship management tool.

ii) The bidder shall provide access for all the data of this application and reports to NSDC. j)

**Toll Free Number:**

i. Bidder shall use a toll free number to receive all calls and the ownership of the number to stay with NSDC.

ii. Bidder will provide the PRI line(s) to route the toll free number(s) and all integration work related to this.

**Automatic Call Distributor (ACD):**

ACD distributes incoming calls to FTEs/Agents as they are received. It should be pre- integrated with the IVR with the following features:

i. Handle high call volumes efficiently

ii. Provide the capability of combining data with the Interactive Voice Response (IVR) menu system that can intelligently route calls requesting further assistance to a smart Automatic Call Distributor (ACD)

iii. Provide highly configurable system for adding/removing users, assigning users to different queues and defining skill sets

iv. Support skill-based routing

v. Allow calls to be transferred within the call center and outside the call centre

vi. Support relaying of the information messages to voice callers waiting in queues or on hold

vii. Skill based routing: Standard features like Call Transfer, Conference, Barge in, Dialed Number Identification Sequence (DNIS), Automatic Number Identification (ANI), Caller Line Identification (CLI), etc.

viii. System should be able to intelligently route the callers to FTE's/Agents as defined by the administration

ix. System should announce the queue waiting time for the caller before getting attended by an FTE

Other Infrastructure, but not limited to, to be provided by bidder are:

i. Call barging and recording software.

ii. FTE's computers, phone sets and head sets.



## **Customer Relationship Management tool**

Customer relationship management (CRM) technology has become increasingly relevant in the development sector as citizens have become accustomed to high levels of service and convenience. Performance-driven government represents a shift toward processes that address citizen needs efficiently and effectively, delivering the highest return on government and taxpayer investments. The CRM should be a COTS solution from Gartner Certified Quadrant leader with seamless integration to the other tools such as IVRS, CTI, SMS gateway etc.

The CRM system should be able to integrate existing or future multimedia such as Voice, Web or Email. It should be possible to capture and route requests received from multiple channels – Call, Web Self Service, Email, SMS, Direct contact, etc.

CRM system needs to act as a Helpdesk and it should have a case management, grievance management, knowledge management, chat functionality, remote management, multi-lingual self-service features, and CRM system must come pre-integrated with social media to handle grievances from social media as well.

All technologies/features should be owned/ provided and supported natively by a single OEM.

The system should provide virtual contact centre functionality, so that agents can be geographically dispersed.

CRM solution used by bidder should have the capability to deliver just-in-time, personalized, interactive assistance at the right stage of every citizen interaction. The technologies to be implemented would include an online chat, remote management and user intuitive policy engine.

## **Email Functionality**

- Whenever a case is opened/updated/closed, an email should go to the citizen.
- There need to be a central email id, where if the email is sent the case should get created automatically, and automatically allocated as well if the necessary information for routing is already given in it. A request tracker system may be deployed.
- If citizen is sending response to an email coming from a system then that should get appended to the previous conversation.
- System should be able to create the email templates for quick reference.

## **Citizen Experience:**

### Pop-ups for Helpdesk Agent:

On all incoming calls transferred to the helpdesk Agent the CTI pop-up needs to contain a summary of the incoming caller's profile from various data sources/applications in the enterprise to give a heads-up to the helpdesk Agent on probable reason for calling.

Making available this information will help improve caller experience. Helpdesk Agent will be better prepared while responding to the citizen query, which will in turn increase the trust factor of citizen on helpdesk.

The following are the details that need to be made available on the CTI pop-up:

- Key details of the citizen to be displayed viz. Name, UID, Language preferred to speak in, City, Last called date, etc.
- Updates of any failure points i.e. any pending issues.
- Number of times called earlier during the day and in the last 30 days.
- Details of the IVR Path taken by the citizen and time taken on the IVR before reaching a Help Desk Agent, Phone number from which he/she is calling.
- A summary of Call logs for the last 10 days along with summary on what the citizen had called before (call log disposition)

Screen transfer to happen along with call transfer i.e. pop-up should appear even in case of Vector Directory Number (VDN) to VDN transfers with details of even the agent & VDN trace. In case the citizen has called different call centre during the day the Help Desk Agent should be able to get details of calls made to all centres.

In cases where the citizen is not identified, the CTI pop-up to contain the number called from and the IVR path taken by the citizen/prospect.

#### Single view for calls being handled:

Supervisors to be able to view details of calls being handled by his/her team real time. The supervisor should be able to view Login Id., Agent name, UID, Number of times called during the day and CLI details.

The above will help the supervisor take action on real time basis to avoid future repeat calls and escalations from citizens Viz. barge into calls / take over calls if required.

#### Dynamic routing of calls:

Depending on the number of times a citizen has called during the day the call to be differentially routed to different Vector Directory Numbers Viz. Citizen who has called >2 times to be transferred to priority desk and a citizen who has called >5 times to be transferred to Sr. Contact Centre Executive desk.

The above will help ensure that the citizen is given due attention and issue addressed without the need for the citizen to call back.

#### Tagging of calls in voice logger:

Apart from the current details being captured in the voice logger all incoming calls recorded on the voice logger to be tagged with interaction details viz. UID, Language, Type of call, Interaction id.

#### **Additional Expectations from CRM System:**

There need to be a powerful single field search engine available in the system for agents which can search in all the entities of the CRM system at once and give the results in less than 10 seconds. As the agent types, the type ahead should auto suggest on the basis of the indexed data. Once the entities in which the set of keywords exist are listed, agent should be able to click and view the search results in new popped up window

Trace of all options traversed by the Help Desk Agent, like call type wise click-through in CRM should be captured for better CRM usage and CRM Screen optimization.

### **Chat Functionality from CRM System**

Chat invitations have to be proactively initiated based on built-in rules, such as length of time a citizen has spent on a web page, chat agent availability, and estimated wait time.

Chat window to capture basic details like full name, Phone number, email address, city before the start of the chat so the agent will have demographic background of the candidate.

Single chat engine should be independent of device and assessable across multiple devices, from PCs to smartphones/any device that can access the web including capability of integration with futuristic devices, WhatsApp like apps etc.

Chat engine should be scalable to leverage the existing knowledge base, allowing citizens and agents to search for answers while waiting for an agent without changing the screens

In case of failure of Internet connection midway during a chat, citizens should be reconnected to the same agent again, exactly where the chat was left off. If the agent is disconnected, the customer is placed back into the queue without losing any session information.

Citizens should be kept informed of their place in the queue, the average wait time for the queue, and their individual expected wait time.

Citizens should be able to send file attachments to the agent during a chat session to provide additional information, resulting in increased first contact resolution. Attachments should be automatically stored with the chat transcript in the customer's incident record

Chat engine should have inbuilt skill based routing mechanism so that citizens are guided to the relevant agents at earliest and should provide analytics for each and every activity performed.

System should have capability of chat conferencing so that agents can handle complex issues that may require support from different skill sets.

The chat hereby proposed should be integrated with a remote management option so that agent can assist the citizen in handling complex web menus.

The remote - management technology proposed should not require any download at citizen end and should be 100% browser based. It should support all browsers like internet explorer, firefox, safari and all operating systems like windows, linux, mac (citizen can choose any OS or browser).

From safety perspective citizen should have the control of system at all times and remote access should be allowed in different modes namely:

- a) view only
- b) view and point

c) full keyboard and mouse control

Solution should have privacy options to ensure regulatory compliance and complete control of what content is shown to agent during an assisted management session.

Remote management solution should provide In-Application reports and analytics with audit trails including session ID's, source, session start/end time, chat time etc.

Tool should be able to design survey questions, create forms and screens natively with a provision for screen customization.

Real-time monitoring and live reporting with remote access availability at the secondary control room at NSDC

- Online report generation on the data where the citizen has called the X number of times in a month. This will help us outcall the citizen and thereby prevent another repeat call for (x) reason / days.
- Provide real-time and historic information of each Call detail with the IVR path and time taken at various levels basis which various reports can be pulled out for analysis.
- The call type wise summary of the average Agent Handling Time, hold time etc.
- FTE scoring (by defining KPIs).
- An elaborate business analytics and data ware housing tool will be required to support business decisions, understand complex data, trends using maps, graphics, grasp relationship between natures of calls received in a single dashboard. This dashboard will need to be integrated with the central dashboard that is being developed at NSDC .
- All the licenses for the CRM and allied database will have to be in the name of “National Skill Development Corporation”. The data in the CRM along with all customisations of CRM tool will need to be handed over to NSDC after the contract period is over.
- NSDC to have access to a dashboard from where all of the above mentioned activities can be tracked and a customized report can be downloaded at any point of time.

### **Security Infrastructure of Call Centre**

Security of data/information is the most important component for Skill India Mission. Seeing the criticality of data/information in order to maintain CIA (Confidentiality, Integrity & Availability) and to avoid data leakage, the complete software application

developed must be audited by a cert-in certified agency. This should be a pre-requisite to make the software application live.

## **Certifications**

### **ISO 27001 Certification:**

Bidders are required to submit the ISO 27001 implementation cum certification plan as part of their technical proposal. This plan should be comprehensive enough and will include the milestones, description, timelines etc.

Bidders have to ensure to establish Plan-Do-Check-Act (PDCA) model for the ISMS, Bidder would be responsible for establishing, operating, monitoring, reviewing, maintaining and improving the Information Security Management System at call centre. For the purpose call centre vendor shall implement ISO 27001 standard and get certification from the certification body within 6 months of implementation of call centre.

All the Cost towards certification and its maintenance over three years will be borne by the bidder for the entire duration of the contract.

### **ISO 20000 Certification:**

Bidders are required to submit the ISO 20000 implementation cum certification plan as part of their technical proposal. This plan should be comprehensive enough and will include the milestones, description, timelines etc. bidder shall implement ISO20000 standard and get certification from the certification body within 6 months of implementation of call centre.

All the Cost towards certification & maintenance of the certificates will be borne by the bidder for the entire project period.

## **Resource on-boarding and training**

- i. Bidder shall select & deploy the skilled and qualified manpower as defined in the RFP required for running the Call Centre.
- ii. Bidder shall, in its response, propose the Call Centre model based on SLA requirements from Call Centre as specified in this RFP.
- iii. NSDC may depute its officials, at Call Centre location, to ensure quality of service and control over day to day functioning of the Call Centre. The decision of the NSDC will prevail in every case of dispute.
- iv. Minimum Manpower Profile – Manpower deployed by bidder for NSDC Call Centre should comply with minimum qualification as mentioned in following table.

S No	Position	Minimum Qualification
1	FTE/Agent	<p>Minimum 12th passed and pursuing graduation, preferably graduate or equivalent.</p> <p>Able to speak, read and write in any one of the languages as required by NSDC including English.</p>
2	Team Leader	<p>Must be a Graduate or equivalent</p> <p>Able to speak, read and write in Hindi and English</p> <p>Able to communicate confidently and politely, with good speaking skills</p> <p>Experience of at least 3 years in a Call Centre, or in direct selling/telemarketing in the service industry (Fresh candidates cannot be considered)</p> <p>Experience in coaching and developing skills of people</p> <p>Effective problem-solving and decision-making skills</p>
3	Quality Analyst	<p>Minimum of 2 years of recent experience as a call center QA</p> <p>Experience measuring employee performance including coaching to call center metrics</p> <p>Must have strong technical skills (Microsoft Windows, keyboarding skills, strong systems aptitude, etc.)</p> <p>Excellent verbal and written communication skills</p> <p>Ability to remain focused and productive each day though tasks may be repetitive</p> <p>Candidates must have worked as a QA conducting audits</p> <p>Providing feedback</p> <p>Fixing errors</p> <p>Reporting typical QA activities</p>
4	Program Manager	<p>Any graduate or above with minimum 5 years of experience as Manager a manager in a BPO.</p> <p>Must have 2 years of setting up of infrastructure for call centre</p> <p>Effective problem-solving and decision-making skills</p> <p>Experience in coaching and developing skills of people</p> <p>Knowledge of Developmental Sector and e-Governance is preferable.</p> <p>Must have worked on at least 2 large projects.</p> <p>Knowledge of implementation of ISO</p> <p>Mutli-lingual</p> <p>Must have strong technical skills (Microsoft Windows, keyboarding skills, strong systems aptitude, etc.)</p>

- v. Manpower profiles could be audited by NSDC on an ad hoc basis.
- vi. Bidder shall submit an undertaking with the invoice declaring the compliance to minimum manpower profile.
- vii. Bidder shall take prior approval from NSDC before increasing or decreasing the no. of FTE deployed for NSDC as mentioned in their proposal.

### **Training**

The Respondent, in consultation with NSDC , shall provide training to all the resources on the systems and procedures laid down by NSDC, as appearing in this document, but not limited to the provisions herein. The training will cover the following:

- Proposed Call Centre processes
- The products and schemes under NSDC,
- The behavioral and cultural expectations of NSDC from a professional Call Centre FTE.
- The Information security and their relevance and importance to the customers
- First time training shall introduce the Call Centre resources on systems, procedures and processes in an elaborate manner.

However, since NSDC might be modifying its schemes and services, introducing new schemes and campaigns, etc., the Respondent will put a training system in place to ensure continuous updation of knowledge, processes and skills.

The actual requirement of training may be assessed while implementing the Call Centre and will be decided mutually by NSDC and Respondent. NSDC in coordination with Respondent will also organize an initial Trainer's Training programme to train the trainers of the Respondent on NSDC schemes and services , processes, etc.

The training infrastructure will be made available in the Respondents premises. At least one training room with necessary accessories like whiteboard, projector, furniture, etc., should be provided. The Respondent will provide necessary faculty support for the training on Call center processes. NSDC will support training efforts by providing its faculty on NSDC operations and processes from time to time.

### **Staff Retention programme**

The Respondent will put in place systems to ensure that the resources are not changed frequently for internal purposes. The Respondent will ensure that the given seating capacity is fully resourced and will ensure achievement of SLA parameters.

## **Assessment & Remedial Action**

The Respondent will put in place evaluation systems to continuously evaluate the performance of its resources.

- A “Quality Score” may be generated for all the FTEs, team leaders, supervisors and Managers. The parameters for “Quality Score” will include time duration for various functions, number of calls handled, number of leads generated etc.
- NSDC and Respondent will jointly decide on the benchmarks for Quality Score and the Respondent will agree to maintain only those FTE / Team Leaders who qualify the “Quality Score” criteria as decided above.

## **Quality Management**

The Respondent will deploy exclusive quality management team which will continuously audit the systems and procedures of operations and management of the Call Centre. This team will also suggest systems to improve the ratings against SLA parameters. The Respondent will present information about its internal audit and quality assurance practices in all areas of operations, including human resources in periodical review meetings.

- NSDC’s authorised resources will inspect / audit the Call Centre facility any time with or without notice to the Respondent.
- NSDC’s authorised resources will inspect the procedures, reviews of FTEs, etc., based on “Quality Score” discussed in this document.
- NSDC will conduct any mystery calling / Barging in process, onsite & offsite, to ensure Service Quality Management.

## **Monitoring and Reporting**

- i. Suitable reporting software should be available to generate standard report formats to measure/verify various SLAs, for monitoring the performance of FTEs, IVRS, ACD, etc. Bidder has to provide a portal for report viewing by the NSDC or its designated vendor(s).
- ii. Reports should also be available in common format like Excel, PDF, Word, etc. & should be configurable to be mailed to a defined mailing list.
- iii. The successful bidder shall also assist NSDC in responding to queries and investigations initiated by the statutory bodies or law enforcement agencies as well as in fulfilling regulatory reporting requirements.



- iv. The Bidder and NSDC will mutually agree on the format of the reports to be submitted by the Bidder to NSDC. If NSDC requests the Bidder to provide customized reports, the Bidder will provide customized reports at no cost to NSDC. The following reports, but not limited to, must be provided by the Bidder:
- Reports based on time period/ location wise/ Training Partner/ Training Center wise
  - Type of grievances/queries/demand/analysis location wise
  - Repeat request or complaints analysis
  - Call waiting time
  - Disposal rate through IVRS and FTE/agents
  - Lost calls/ unanswered calls
  - System/position log on off or breakdowns
  - Call time (Average Talk Time/Hold Time/Handle Time)
  - Hourly call details
  - Complaints pending for more than defined time period
  - Calls Handled
  - Abandoned Call Rate
  - Delay Before Abandon (Average/ Longest)
  - Time for After Call Work (Wrap Up)
  - Staffing related Report
  - Call origination report (from toll free number)
  - Other monthly MIS, SLA reports, number of FTEs/Agents logged in FTE wise, language wise, etc.
  - Any other report as requested by NSDC
- v. System performance report
- Application availability
  - Dialler availability
  - Network availability
  - Power availability
- vi. Manpower performance report
- Availability of deployed call centre staff& attendance report
  - Number of Emails Sent
- vii. Performance report
- Performance reports generated based on the feedback of beneficiary and other stakeholders
  - Beneficiary satisfaction report
  - Call status report
  - Call status report should contain the details such as number of calls and duration of calls.
  - Other parameters like sensitivity of handling call, accuracy of information provided, effectiveness of advice imparted to citizens etc will be monitored.

## Knowledge Management (KM)

- i. Call Centre Vendor will be responsible for creation, management and updating knowledge repository for the project content after due approval from NSDC.
- ii. It will be the responsibility of the Call Centre Vendor to develop the initial standard knowledge bank. The question bank developed by the Call Centre Vendor will only be validated by Functional cum Implementation Committee(FIC) appointed by NSDC for this purpose.
- iii. KM tool should be dynamic in nature and should put frequently searched questions on top automatically. It should be able to add information dynamically and be self-learning with a provision of defining synonyms/similar words.
- iv. Help Desk Service Provider(HSP) would be responsible for identifying the knowledge gaps for domain specific areas and is expected to collaborate with the domain experts appointed by NSDC to develop appropriate content
- v. Maintaining the database of Frequently Asked Questions (FAQs) by callers.
- vi. Call Centre Vendor will ensure that validated and updated information is available within the system for answering the FAQs. Updating FAQs question bank on fortnightly-basis. The response to new question should be validated and approved by FIC appointed by NSDC.
- vii. The Knowledge management tool used should be able to get the intent of the user while searching through the content in pdf's, videos, word docs etc.

## Roles and Responsibilities

S.No	Area	Successful Bidder	NSDC
1	Complete infrastructure of call Center	Yes	No
2	Network, Security, Server Management, Required storage space, email gateway, CRM etc as per requirement and need of call centre	Yes	No
3	Call Center application license, implementation, customization and support	Yes	No
4	IVRs	Yes	No
5	ACD	Yes	No
6	Call barging and recording software	Yes	No
7	PRI Lines	Yes	No
8	Toll free number	Yes	Yes
9	Network Connectivity(MPLs) (between call centre and DR)	Yes	No
10	Customization, development, integration of applications with NSDC's systems, automated SMS gateway @ bidder's email gateway	Yes	Yes
11	Implementation of Information Security Management System and information technology Management system NSDC Call centre & certification from reputed agency	Yes	No
12	Training (Soft skill and Domain) after getting approval from NSDC	Yes	No
13	Design and development of algorithms for Grievance/ queries	Yes	No

	management and online resolution in consultation with NSDC and other stakeholders		
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Note:

- i. Any component (service/ hardware/Software) that is not explicitly mentioned in the table above is to be provided by the successful bidder if required for completing the objective of the RFP.
- ii. Along with the seats and cabin at the Call Centre, bidder is also required to provide supporting infrastructure including training rooms and meeting rooms with facilities, desktops sets, connectivity, application access, etc. as well as seats, furniture etc.

### **Responsibility of Call Centre Vendor**

Call centre vendor shall operate call centre as a service for NSDC and will be responsible for arranging all the infrastructure, software as per specifications (where ever given in the RFP). Customised portions of the CRM, associated citizen database, Knowledge Management content will be handed over to NSDC post the contract period of 2 years. NSDC will have a right to inspect the premises and infrastructure. If the infrastructure is not found to be up to mark to deliver given SLA's, NSDC will have the right to reject the bid or it may need to be renewed. Bidder will submit the list of IT, non-IT infrastructure to be used in the technical proposal at the time of bidding. Bidder would not be allowed to change the infrastructure during the contract period or unless due approvals have been sought.

- i. Vendor shall have the complete responsibility of data security for the project.
- ii. Vendor shall manage the overall project as a single point of contact
- iii. Vendor shall obtain the license of call centre operation for the project
- iv. Vendor shall prepare and monitor the project plan, periodic status reports, training guidelines and modules, knowledge management protocol, prepare and submit risk and mitigation strategies, exit management plan, Standard Operating Procedures and Practices, attend / organize review meetings etc.
- v. Vendor shall understand the business requirements of NSDC for helpdesk and grievance management system
- vi. Keep the security infrastructure up to date.
- vii. Periodic revision in the formats and data to be incorporated by the vendor in the monthly / quarterly / yearly reports to be submitted for approval of NSDC with regards to operations & SLAs
- viii. Vendor shall prepare guidelines and details of the changes, if any, that are required in the CRM, IVRS applications, SLAs, reporting formats and take proper sign-off from NSDC before implementing them into the solution
- ix. Vendor shall provide training to Helpdesk Agents, other members of team and selected personnel of NSDC and / or nominated by NSDC
- x. Vendor shall establish and maintain the specified SLAs. Vendor should provide all the system generated reports that are applicable to monitor the SLA for the project
- xi. Vendor shall have the responsibility to maintain discipline of the office environment and safety of the Helpdesk Agents and other support staff deployed at the Project site

xii. The Vendor would ensure strict compliance to all laws, regulations, rules and guidelines governing the operation of call centres like safety of employees etc.

xiii. The Vendor would ensure that all laws, regulations, rules and guidelines governing the applications and the security guidelines of Ministry of Communications & Information Technology are adhered to.

xiv. Vendor shall ensure that all its employee should maintain professional conduct. If NSDC identifies any deviation in this regard, it reserves the right to take appropriate measures including seeking the replacement of the resources with immediate effect. The recommendation / measures of NSDC in this regard will be binding on the vendor.

xv Vendor shall be responsible for maintaining order in Project site and will be responsible for any legal, security and medical issues related to personnel deployed by them.

### **Payments terms, Service Level Agreement and Penalties**

#### **Payment Terms**

The call centre payments will be paid on monthly basis after adjusting for penalty (if any) as per Call Centre Cost given by bidder. The Cost will be computed by multiplying the number of persons deployed every month (language wise& Domain wise) with that of cost of per person per month rate.

Bidder shall submit all the reports as mutually agreed between NSDC team and bidder, after respective period before the payment of that period. These reports may include but not limited to:

SLA Compliance reports

Inbound call details

Outbound call details

Staffing related Report

Any other report as requested by NSDC.

The payment will be made after the go-live.

#### **Management Information System**

Report Requirement Respondent shall install necessary software and will be available for the Respondent to use the same for generating reports on operation of Call Centre.

#### **MIS Reports**

Few sample reports are as below. These are only indicative.

- Number of incoming calls handled
- Number of outgoing calls placed
- Average talk time for calls handled-measured
- Average active time per call
- Number of calls exceeding threshold (i.e. calls waiting in queue longer than given time)
- Average time in queue by call type

- Number of abandoned calls

The Respondent will provide any other reports revealing the functioning of the Call Centre

### **Project Go-Live & Scaleup**

The awarded Respondent would be required to make the project LIVE within a period of ONE month from the date of issue of work order. Any scale -up or scale down of operations, as per the request of NSDC will have to be effected as and when required.

In case the Respondent decides to terminate the relationship with NSDC, Respondent will give a minimum notice period of 6 months to NSDC for taking over the Call centre / for putting in place an alternative.

The Respondent will normally be precluded from exiting the contract except in following serious situations like liquidation of the company, cessation of BPO /Call centre business, insolvency, and statutory order to shut down operations

### **Cost Per FTE & Cost Per Call**

NSDC requires the Respondent to operate and manage the Call Centre. The Respondent may incur several costs—cost of FTs and other employees, cost of transportation for employees, operational expenses and overheads (stationery, utility items, etc.). It will not be operationally viable to pay all these expenses individually. Therefore, it has been decided that NSDC will fix a single consideration for all services, i.e., cost per FTE (Full Time Equivalent) per month.

However, the above pricing method (Cost per FTE) may be revised after one year and NSDC may consider “Cost Per call” based pricing for Call Centre.

Therefore, Respondents will quote “cost per FTE per month’ and “Cost Per Call” in the commercial response, which are further clarified as under:

#### **• Cost per FTE per shift per month’**

FTE indicates an agent or Team Leader occupying a work station, deployed at any point in time when the Call Centre is up. FTE does not include other staff members (quality teams, managers, support staff members, IT experts, etc). NSDC shall only count the number of FTEs as defined above and shall not count other staff members put on deployment for operations and management of Call Centre.

The Respondent will quote the “Cost per FTE per month

Cost of other staff members & others operational costs will have to be loaded on the “Cost per FTE per month” and no other cost will be paid by NSDC.

FTE mean one who handles the calls directly. Team leader means one who supervises a set of FTEs. Team leader does not include any other supervisory or support staff members.

The time duration spent by FTE or team leader on on-going / regular training shall not be considered as “logged-in” duration.

There shall be no difference in “Cost per FTE per month” between FTE and team leader.

There shall be no difference in “Cost per FTE per month” for FTE of various skill sets.

If NSDC decides to scale up or scale down the operations, the above “Cost per FTE per shift per month” will remain to be the same and NSDC will pay depending on the total logged in time duration of agents and team leaders.

“Cost per Call”: total cost of handling ONE inbound or outbound call in a Call Centre by an FTE or Team Leader .

“Inbound Call” refers to the calls diverted by IVR to any Agent or Team Leader.

“Outbound Call” refers to the calls made for data validation, feedback, grievance closure etc. The outbound call is said to be considered as “A Call” only if the targeted receiver of the call ‘responds by voice’ in the call.

Estimated Call Volume: Shall pertain to actual calls received by the Agents Period Calls per day at Call Centre excluding call handled by IVR only.

### **Inbound Calls from Training Partners and centers (Fee based Courses and Free Courses like PMKVY)**

Skilling to the environment is done by the Training Partners and Training Centers who must get accredited and affiliated to NSDC through Skill Management and Accreditation of Training Centres (SMART) portal.

#### **(a) Activities expected from the call center:**

- (i) Answer calls from organizations/individuals wanting to know the process of becoming a training provider and Training Centers for both Fee Based and Free run courses.
- (ii) Resources will be required in Hindi and English.
- (iii) They will be provided with FAQs for answering the calls

(b) Please find below the expected monthly calls projections for FY 17-18.

			<b>FY 17-18</b>	Monthly Average
a	Available time (8Hrs)	480	minutes	
b	Average Handling time	6+1	minutes	
c	No of calls per day (a/b)	69	calls	
d	No of working days	24	days	
e	Total Calls per agent per month (c*d)	1656	calls	
f	monthly volume		calls	<u>20000</u>
g	at 70 % connectivity volume is		calls	14000
h	Total monthly FTE requirement is (g/e)		FTE	9

**2. “Fee based” training model:** Outbound calling of the trained candidates.

The Training Partners upload candidate related data on Skill Development Management System (SDMS) on a regular basis. The Monitoring Team conducts a validation exercise on the data reported by the Training Partners through outbound calling to candidates, managed by Call center.

The Monitoring Team, on a monthly basis shares the candidate data dump with relevant fields on a sampling basis, with the SPOC from call center for conducting call validation exercise. There is an agreed calling script which is used for conducting outbound calling to these candidates.

**(a) Activities expected from the call center:**

- Distributes the candidate data across its resources.
- Conducts outbound calling using the agreed script.
- Those candidates who are not reachable in the first instance are called thrice on different days.
- Feedback is collected from all the call centers and compiled.
- A monthly feedback is shared with the Monitoring Team on the data shared with them.
- At the end of the Quarter, a consolidated analysis is shared by the agency with the Monitoring Team.
- These resources will need to answer question in all major Indian languages specified above

(b) The following candidate data is verified by the call center:

- Candidates' name
- Training center and course details
- Batch details, training period
- Candidates' address and State
- Placement details.

(c) The call centre should enter the relevant data in a CRM to achieve the following:

- Logical distribution of the Data
- Correct and verifiable data fields
- Accuracy of the data entered by using Drop down options in the CRM fields
- Manage the history of the conversation with the called person
- Have various MIS reports from the CRM in excel format
- CRM should be capable of sending automatic reports by email to various stake holders
- Auto SMS sending facility should be present for better customer service

(d) Average Monthly Call load forecasting FY 17-18

			<b>FY 17-18</b>	<b>Monthly Avg</b>
a	Available time (8Hrs)	480	minutes	
b	Average Handling time	5+1	minutes	
c	No of calls per day (a/b)	80	calls	
d	no of working days	24	days	
e	Total Calls per agent per month (c*d)	1920	calls	
f	monthly volume		calls	<b>1,00000</b>
g	at 70 % connectivity volume is		calls	70000
h	Total monthly FTE requirement is (g/e)*		FTE	37

### **3. Monitoring Pradhan Mantri Kaushal Vikas Yojna(PMKVY)**

PMKVY is the flag ship skilling programme of Government of India where students are provided with Free skilling for a period ranging from three to six months. PMKVY Monitoring carries out the monitoring of skill activities being carried out at these centers. Presently, 2500 centres are skilling 7 lacs candidates, while by end of year, number of centres is expected to be 4000 centers with total trainings, 16 lacs (approx).

(a) **Activities performed by Monitoring Team are as listed below:**



- (i) Formulation of Monitoring Framework and Monitoring Plan: A Compliance based Monitoring Framework is proposed to be formulated by the Monitoring Team for monitoring the compliance related parameters in PMKVY. Monitoring plan is prepared for mobilizing resources throughout India, for performing surprise visits on TCs. The verticals under PMKVY includes, which needs monitoring are:
- (aa) Short Term Trainings
  - (ab) Recognition of Prior Learning
  - (ac) India International Skill Center
  - (ad) Padhan Mantri Kaushal Kendra
  - (ae) Special Projects
  - (af) Driver Training Institute (DTI)
- (ii) Standardization of various reporting templates i.e. Center Visit report format, Call Validation data format etc.
- (iii) Overall compliance monitoring of all the Training Centers: Center Visits were conducted to ensure compliance of Training Centers towards the PMKVY Guidelines such as Branding/ Marketing guidelines, students awareness towards PMKVY. Based on the Center visit reports in cases of non-compliances advisory emails/Notices were sent out to Training Partner. The response/explanation along with compliance report submitted by TP was analyzed for taking further actions.
- (iv) Analysis of SDMS data to identify possible cases of Mass Enrolments and Fake enrolments
- (v) Grievance Investigation: Performs investigation on the grievances/RTIs etc pertaining to PMKVY, forwarded by Grievance redressal office/RTI consultant.

**(b) Activities expected from Call Center under PMKVY:**

- (i) Proactive calling: Calling candidates proactively to gauge efficacy of training. Also, it helps in shortlisting TCs for performing surprise visits. Proactive calling also needs to be done for tracking placements of candidates in future. There is an agreed calling script which is used for conducting outbound calling to these candidates. Following actions are taken by Proactive calling team:
- Distributes the candidate data across its resources.
  - Conducts outbound calling using the agreed script.
  - Candidates not reachable in the first instance are called thrice on different days.
  - Feedback is collected from all the call centers and compiled.

- A monthly feedback on data given with them is shared with the Monitoring Team of NSDC.
- At the end of the Quarter, a consolidated analysis is shared by call center with NSDC Monitoring Team.

The following candidate data is verified by the call center:

- Candidates' name
- Training center and course details
- Batch details, training period
- Candidates' address and State
- Placement details.
- Any other details as given by the monitoring team.

The call centre should enter the relevant data in a CRM to achieve the following

- Logical distribution of the Data
- Correct and verifiable data fields
- Accuracy of the data entered by using Drop down options in the CRM fields
- Manage the history of the conversation with the called person
- Have various MIS reports from the CRM in excel format
- CRM should be capable of sending automatic reports by email to various stake holders
- Auto SMS sending facility should be present for better customer service

ii) Reactive calling:

(aa) Once a grievance of any candidate is received at NSDC from any source like letter, email, tele call or RTI, the call center will be asked to make a call to the concerned candidate to seek specific information as a part of investigation

(ab) Calls are also needed to be made after surprise visit, for further building up the case against erring TC .

(ac) Call center would submit an analyzed report after call validation is made, as per requirement of the monitoring team, as per the expectations shared at the time of providing candidate list for calling.

(c) Please find below the FTE requirement projections for FY 17-18.

			<b>FY 17-18</b>	<b>Monthly Avg</b>
a	Available time (8Hrs)	480	minutes	
b	Average Handling time	5+1	minutes	
c	No of calls per day (a/b)	80	calls	
d	No of working days	24	days	

e	Total Calls per agent per month (c*d)	1920	calls	
f	monthly volume		calls	<b>1,40000</b>
g	at 70 % connectivity volume is		calls	98000
h	Total monthly FTE requirement is (g/e)*		FTE	51

#### **4. Media Team:**

NSDC launches a marketing campaign every year, with a call-to-action Toll free number which is displayed prominently in all the marketing collaterals. A potential candidate can call on this number to enquire about the nearest training center in his/her vicinity.

The tentative launch date for the Skill India/NSDC campaign in 2017 are as follows:

Mid May – Mid June (1 month): Expected call volume 22,000 calls per day

Mid October – Mid November (1 month): Expected call volume 22,000 calls per day

During campaign period Call center would provide Interactive Voice Response(IVR) setup to manage the increased volume of calls.

Please find below the FTE requirement projections for FY 17-18.

			<b>FY 17-18</b>	<b>Monthly Avg</b>
a	Available time (8Hrs)	480	minutes	
b	Average Handling time	5+1	minutes	
c	No of calls per day (a/b)	80	calls	
d	No of working days	24	days	
e	Total Calls per agent per month (c*d)	1920	calls	
f	monthly volume		calls	<b>120000</b>
g	at 100 % connectivity volume is		calls	120000
h	Total monthly FTE requirement is (g/e)*		FTE	37

This manpower will be for specific months and the number of calls to be answered by agents are considered as 5,000 every day out of 22,000 calls. Remaining calls to be fulfilled by a robust IVR.

#### **4. Corporate Social Responsibility(CSR) for Skill Development**

NSDC works with Corporates, Foundations, Government, and community-based organizations in structuring high impact collaborative projects. The Company Act, 2013, which came into effect on 1st April 2014, lists Corporate Social Responsibility (CSR)

mandate for Indian companies. Today, NSDC can assist any entity to design structure and manage skill development projects due to its nation-wide presence through its training organizations.

All projects are implemented through approved training partners of NSDC, with monitoring and reporting of project outcomes provided centrally by NSDC.

Hence, Call Validation activity is undertaken with the aim of verifying the information provided by training providers, and evaluating the true impact of Skill Training Projects. At the end of a project, 100% of the candidates (who are reported as trained under the project) will be interviewed telephonically by call center.

**Activities that call center is expected to undertake under CSR:**

- Triangulation about candidate and Training center details
- Feedback on Training Program
- Verification about placement and employer details
- Post placement feedback
- Improvement in overall efficiency (especially for RPL)

Please find below the FTE requirement projections for FY 17-18.

			<b>FY 17-18</b>	<b>Monthly Avg</b>
a	Available time (8Hrs)	480	minutes	
b	Average Handling time	5+1	minutes	
c	No of calls per day (a/b)	80	calls	
d	No of working days	24	days	
e	Total Calls per agent per month (c*d)	1920	calls	
f	monthly volume		calls	10000
g	at 70 % connectivity volume is		calls	7000
h	Total monthly FTE requirement is (g/e)		FTE	4

**5. UDAAN**

Udaan programme is a special industry initiative (SII) by Ministry of Home Affairs (MHA) and implemented by National Skill Development Corporation (NSDC) which is focused on providing training and employment to youth of Jammu & Kashmir (J&K) who are graduate, post graduate and 3 year diploma qualifications. The aim is to provide skills and job opportunities to the youth. Simultaneously; the aim of the scheme is also to provide exposure to corporate India towards the rich talent pool available in J&K.

For off the ground monitoring activities, a call centre setup would undertake following activities:

1. To support inbound calls at Udaan helpline number by giving details about the scheme or corporate partners.
2. To support outbound calls during Udaan mega drives informing prospective candidates about the venue/ corporates taking part in drive/ job roles/ any other information.
3. To support outbound calls for candidates joined training centres across India for taking feedback/ validation.
4. To support outbound calls for candidates joined jobs across India for validation/ feed back.
5. To support outbound calls in creation of awareness about Udaan by reaching maximum mobile numbers (shared by ministries, corporates and other stakeholders)

**Two FTE's** shall be assigned by call centre for inbound and outbound calls for Udaan scheme.

#### **6. Help Line(Inbound):**

A toll-free help line number will be available as generic help line number for the ecosystem for any information related to trainings under NSDC (both Free based and fee Based)/ Grievance. Approx. Volume 50,000 calls /month.

#### **Activities that call center is expected to undertake under Help Line(Inbound):**

- (a) Timing 0900 Hrs to 1800 hrs on all working days.
- (b) Will answer the inbound calls from prospective candidates about Skill programmes / training centers/ courses/ fee structure/ duration.
- (c) Capture the details of grievances (whenever received) on format provided by NSDC.
- (d) They will allocate the complaint number that would be communicated to the individual for reference.
- (e) Forward the complaints to NSDC before End of day.
- (f) Once reply is received from NSDC, call center Executive would call the individual and convey the outcome.
- (g) Call Center would submit a bi weekly analysis to NSDC categorizing the calls received on following parameters:
  - (i) Query/ complaint
  - (ii) Topics/issues
  - (iii) Age Bracket
  - (iv) Educational Background

(v) Region and language

(vi) Common queries/ complaints so that FAQs can be prepared.

The call centre should enter the relevant data in a CRM to achieve the following

- Logical distribution of the Data
- Correct and verifiable data fields
- Accuracy of the data entered by using Drop down options in the CRM fields
- Manage the history of the conversation with the called person
- Have various MIS reports from the CRM in excel format
- CRM should be capable of sending automatic reports by email to various stake holders
- Auto SMS sending facility should be present for better customer service

### **8. Chat Service and Email helpline:**

Will engage with ecosystem in Live chat on NSDC website and provide information about courses/ training centers/ durations etc.

Will also answer queries/ complaints received from the environment (including queries related to the SMART portal) by emails. In case Call Center is not able to provide any information, they would forward the mail to NSDC for reply.

### **Public Grievance & Feedback**

Here the grievance as received from the skill eco system ( Training Partners, Training Centers, Students, candidates, citizens etc) will be recorded and sent to respective authorities for redressal. These complaints will be tracked and regular reports will be compiled by the call centre to give an idea of the quality of services being provided all over the country. These reports will be regularly examined and will be sent to the states Skill Missions as well. The grievance will include complaints of lack of proper infrastructure, trainers, delay in certification, payments, corruption cases etc. There will also be a list of Affiliated Training Centers with the call centre and complaints will be taken by the call centre on illegal training centers being run using logo and name of various government schemes being run by NSDC. If need be, the complainant's identity will be kept anonymous when the complaint will be forwarded to respective authority for further action. Feedback will also be taken on various central government schemes by calling the beneficiaries from the databases asking them questions like whether they received the service on time, whether they had to pay anything other than the prescribed costs, their satisfaction etc. The calling data for the same along with indicative questionnaire will be provided by NSDC.

### **e) Tracking & Mapping**

The helpline can help track and map various types of queries and complaints being received regularly. The recurring grievances will be reported to NSDC so that long term remedial actions can be taken. Call Center will develop FAQs for any additional queries being asked frequently.

**Section VII: Conditions of Contract**  
**General Conditions of Contract**  
**A. General Provisions**

**1.1 Definitions**

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

- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid.
- (c) “Bank” means the Financing institution **named in PCC**.
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer.
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract.
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider.
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the Government of India.

- (l) “Local Currency” means Indian Rupees.
- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity **specified in the PCC** to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract.
- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them.
- (o) “Personnel” means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services or any part thereof.
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer.
- (q) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer.
- (r) “PCC” means the Particular Conditions of Contract by which the GCC may be amended or supplemented.
- (s) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer.
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Sub-Service Provider” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of Union of India.

Salient features of major labour and other laws that are normally applicable ` in India are given as Appendix H. to these General Conditions of Contract.

1.2.1 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in the India when

- (a) as a matter of law or official regulations, India prohibits



commercial relations with that country; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**1.3 Language** This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the PCC.**

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Employer may approve.

**1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the PCC.**

**1.7 Inspection** 1.7.1 The Service provider shall keep, and shall make all reasonable efforts to cause its Sub-Service Providers and sub-consultants to keep, accurate and systematic accounts and records in respect of the performance of Services in such form and details as will clearly identify relevant time changes and costs.

**1.8 Taxes and Duties** The Service Provider, Sub-Service Providers, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

**2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be **stated in the PCC.**

## **2.2 Commencement of Services**

- 2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Employer for approval a revised Program (revising the Program given along with the bid) showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the PCC**.

## **2.3 Intended Completion Date**

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the PCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

## **2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. In particular contract cases where clearance of the Bank or the Association is required for such modifications, the modification shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

## **2.5 Force Majeure**

- 2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action

as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 2.6 Termination

2.6.1 By the Employer The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract pursuant to GCC clause 9, then the Employer may after giving fourteen days written notice to the Service provider, terminate the contract and expel him from the site.

2.6.2 By the Service Provider The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Not Used      Not Used

2.6.4 Payment upon Termination      Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed less advances or other recoveries or any taxes to be deducted at source(TDS) as per applicable law, prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

### **3. Obligations of the Service Provider**

#### **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with Sub-Service Providers or third parties.

#### **3.2 Conflict of Interest**

3.2.1 Service Provider Not to Benefit from Commissions and

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider’s sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service

Discounts.	Provider shall use their best efforts to ensure that the Personnel, any Sub-Service Providers, and agents of either of them similarly shall not receive any such additional remuneration.
3.2.2 Not Used	Not Used
3.2.3 Prohibition of Conflicting Activities	<p>Neither the Service Provider nor its Sub-Service Providers nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract;</p>
<b>3.3 Confidentiality</b>	The Service Provider, its Sub-Service Providers, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
<b>3.4 Insurance to be Taken Out by the Service Provider</b>	The Service Provider (a) shall take out and maintain, and shall cause any Sub-Service Providers to take out and maintain, at its (or the Sub-Service Providers', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be <b>specified in the PCC</b> ; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
<b>3.5 Service Provider's Actions Requiring Employer's Prior Approval</b>	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <p>(a) entering into a subcontract for the performance of any part of the Services,</p> <p>(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Service Providers"),</p> <p>(c) changing the Program of activities; and</p> <p>(d) any other action that may be <b>specified in the PCC</b>.</p>
<b>3.6 Reporting Obligations</b>	The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
<b>3.7 Documents Prepared by the</b>	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in

**Service  
Provider to Be  
the Property of  
the Employer**

accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the PCC**.

**3.8 Liquidated  
Damages**

3.8.1 Payments of  
Liquidated  
Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the PCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones, or from any of the other contractor's obligations and liabilities under the contract.

3.8.2 Correction  
for Over-  
payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of  
performance  
penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the PCC**.

**3.9 Performance  
Security**

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian rupees. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract

#### 4. Service Provider's Personnel

##### 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Sub-Service Providers listed by title as well as by name in Appendix C are hereby approved by the Employer.

##### 4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### 5. Obligations of the Employer

##### 5.1 Assistance and Exemptions

The Employer shall use its best efforts where legally warranted, to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the PCC**.

##### 5.2 Taxes

The rates quoted by the Service Provider shall be deemed to be inclusive of the Vat, Sales and other taxes that the Service provider will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.

##### 5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

#### 6. Payments to the Service Provider

**6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Sub-Service Providers' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. The Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

**6.2 Contract Price** The price payable in Indian rupees is **set forth in the PCC**.

**6.3 Payment for Additional Services, and Performance Incentive Compensation** 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendix E.

6.3.2 **If the PCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

**6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the PCC**. **Unless otherwise stated in the PCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the PCC**. Any other payment shall be made after the conditions **listed in the PCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

**6.5 Interest on Delayed Payments** If the Employer has delayed payments beyond fifteen (15) days after the due date **stated in the PCC**, interest shall be paid to the Service Provider for each day of delay at **the rate specified in the PCC**.

**6.6 Price Adjustment** 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc}/L_{oc} + C_c I_{mc}/I_{oc}$$

Where:

$P_c$  is the adjustment factor for the portion of the Contract Price



payable in a specific currency “c”.

$A_c$ ,  $B_c$  and  $C_c$  are coefficients **specified in the PCC**, representing:  $A_c$  the nonadjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

$L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $L_{oc}$  is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

$I_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $I_{oc}$  is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

## **6.7 Dayworks**

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

## **7. Quality Control**

### **7.1 Identifying Defects**

7.1.1 The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the PCC**. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found specifying a time by which it should be corrected. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to

uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the PCC**.

7.1.2 The Service Provider shall permit the Employer's Technical auditor to check the Service provider's work and notify the Employer and Service provider of any defects that are found. Such a check shall not affect the Service Provider's or the Employer's responsibility as defined in the Contract Agreement

**7.2 Correction of Defects, and Lack of Performance Penalty**

- (a) The Employer shall give notice to the Service Provider of any Defects (specifying a time limit by which it should be corrected) before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

**8. Settlement of Disputes**

**8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute Settlement**

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the MD & CEO, NSDC within 14 days of the notification of disagreement of one party to the other.

8.2.2 The MD & CEO shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 Not used

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in

the place **shown in the PCC.**

The Arbitrator shall give a decision in writing within 120 days of start of the proceedings except otherwise agreed to by the Parties. The Arbitrators shall entertain only those issues which have been earlier referred to the CEO & MD and either party is dissatisfied with the decision given.

**APPEND IX TO GENERAL CONDITIONS**  
**Fraud and Corruption Guidelines**  
**NSDC Policy – Corrupt and Fraudulent Practices**

- a. It should be kept in mind that all actions towards award of Contract and its implementation on the ground have to be fair, consistent, transparent and based on highest standard of ethics. Similarly, bidders/suppliers/contractors/consultants associated in the procurement of Goods, Works & Consultancy, are expected to observe the highest standard of ethics during procurement and execution of contracts. In pursuance to above:
- d. Proposal for award may be rejected, if it determines that the bidder, recommended for award, and/or its employees, sub-contractors, sub-consultant, sub-vendors, agents have engaged in corrupt or fraudulent practices in competing for the Contract in question;
- e. Portion of the funds allocated to a contract may be cancelled, in full or in part, if it is determined that corrupt or fraudulent practices were engaged by contractor/consultant and/or its employees, subcontractors/sub-consultants, sub-vendors, agents for getting the Contract or during the execution of a Contract;
- f. A firm may be declared as ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if it, at any time, determines that the firm has been engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of above provision, the terms, "Corrupt Practice" and "Fraudulent Practice", mean following:

**"corrupt practice"** means offering, giving, receiving, or soliciting anything of value to influence the action of NSDC's official(s) in the procurement process or in the contract execution; and

**"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid/proposal prices at artificial, non- competitive levels.

**Section VIII. Particular Conditions of Contract**

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
1.1(e)	The contract name is <i>[name of Contract]</i> .
1.1(h)	The Employer is <i>National Skill Development Corporation (NSDC)</i>
1.1(m)	The Member in Charge is <i>[name of Member/ Leader of the Joint Venture]</i> .
1.1(p)	The Service Provider is <i>[insert name]</i>
1.4	<p>The addresses are:</p> <p>Employer: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>E-mail .....</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p><u>E-Mail</u> .....</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is <i>[date]</i> .
2.2.2	The Starting Date for the commencement of Services is <i>[date]</i> .
2.3	The Intended Completion Date is <i>[date]</i> .
3.4	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party motor vehicle in accordance with the applicable law in</p>

	<p>India.</p> <p>(ii) Third Party liability <u>equivalent to one time of the total contract amount.</u></p> <p>(iii) Employer's liability and workers' compensation in accordance with the applicable law of India.</p> <p>(iv) Professional liability must be one of the contract value (in INR)</p> <p>(v) Loss or damage to equipment and property _____ <i>(Must be based on estimates provided by the Consultant)</i></p>
<b>3.8.1</b>	The liquidated damages rate is <i>as mentioned in Performance Specifications</i>
<b>3.8.3</b>	As per Performance Specifications.
<b>6.2</b>	The amount in Indian rupees is <i>[insert amount]</i> .
<b>6.4</b>	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>• Advance for Mobilization, Materials and Supplies: 2 months mobilization cost or as mutually agreed between the parties. The advance will be provided against a Bank Guarantee of an equivalent amount in INR.</li> <li>• Monthly payments based on the number of FTE used for each section. Time sheets or attendance records must be produced.</li> <li>• The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.</li> </ul>
<b>6.5</b>	Payment shall be made within <i>[45]</i> days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within <i>[60]</i> days in the case of the final payment.
<b>6.6.1</b>	Price adjustment will be applicable at the rate of 6% starting from the 13 <sup>th</sup> month of the contract for all FTE who have completed their one year of service.
<b>8.2.4</b>	<p>The procedure for arbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Employer and a domestic Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a</p>

period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the\* Indian Council of Arbitration.

- (b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the \*Indian Council of Arbitration both in cases of Foreign Service Provider as well as Indian Service Provider, shall appoint the Arbitrator. A certified copy of the order of the\* Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties.
  - (c) Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
  - (d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.
  - (e) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the \*Indian Council of Arbitration.
- (g) Performance under the contract shall continue during the arbitration proceedings and payments due to the Service Provider by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

## **Appendices**

### **Appendix A—Description of the Services**

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.*

### **Appendix B—Schedule of Payments and Reporting Requirements**

*List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

### **Appendix C—Key Personnel and Sub-Service Providers**

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work in India, and staff-months for each.*
  - C-2 Same as C-1 for Key Personnel to be assigned to work outside India if applicable*
  - C-3 List of approved Sub-Service Providers (if already available); same information with respect to their Personnel as in C-1 or C-2.*

### **Appendix D—Breakdown of Contract Price in Foreign Currency(ies) –Not used.**

### **Appendix E—Breakdown of Contract Price in Indian Rupees.**

*List here the elements of cost used to arrive at the breakdown of the lump-sum price:*

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional Services.*

### **Appendix F—Services and Facilities Provided by the Employer**



**APPENDIX H-Salient Features of Labour & Environment Laws**

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS  
APPLICABLE (The law as current on the date of bid opening will apply)

<b>Labour Laws</b>	(a) <u>Workman Compensation Act 1923</u> : The Act provides for
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compensation in case of injury by accident arising out of and during the course of employment.

- (b) Payment of Gratuity Act 1972: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The act Provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
  - (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Service Provider to contract labour and in case the Service Provider fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Service Provider is required to take license from the designated Officer. The Act is applicable to the establishments or Service Provider of Principal Employer if they employ 20 or more contract labour.
- (f) Minimum Wage Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a schedule employment. Construction of Buildings, Roads, Runways are schedule employments.
- (g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: The Act is applicable to all

establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- (j) Industrial Disputes act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of NSDC Idren below 14 years of age in certain occupations and processes and provides for regulation of employment of NSDC Idren in all other occupations and processes. Employment of NSDC Id Labour is prohibited in Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and bank etc.
- (o) The Building and Other Construction works (Regulation of

	<p><u>Employment and Conditions of Service) Act 1996 and the Cess Act of 1996</u>: All the establishments who carry on any building or other construction work and employs 10 or more workers and covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First –Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.</p> <p>(p) <u>Factories Act 1948</u>: the Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process</p> <p>(q) <u>Weekly Holidays Act -1942</u></p>
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**SALIENT FEATURES OF SOME OF THE MAJOR LAWS THAT ARE APPLICABLE FOR PROTECTION OF ENVIRONMENT**

<p><b>Laws on protection of Environment</b></p>	<ol style="list-style-type: none"> <li>1. The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. ‘Pollution’ means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water(whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.</li>   <li>2. The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. ‘Air Pollution’ means the presence in the atmosphere of any ‘air pollutant’, which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.</li>   <li>3. The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. ‘Environment’ includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.</li>   <li>4. The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.</li> </ol>
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## Section IX. Performance Specifications

### Penalty for delayed implementation

The successful bidder must strictly adhere to the delivery dates as indicated in this RFP for operationalisation of the proposed Call Centre

. Failure to meet the delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance.

As a deterrent for delays during implementation, Bank may levy penalties for delays attributable to the successful bidder. The reasons like non-familiarity with the site conditions, will not be considered as a reason for delay

.  
Penalty based on following table will be levied for delay in meeting the delivery date (as specified in Scope of Work ) from the date of purchase order.

Delay	Penalty
Upto 10 days	0.5% of project outflow for 1st year
10 days to 20 days	1.5%
20 days to 25 days	2%
25 days to 30 days	3%
➤ 30 days	4%

.  
A cap of 4% of the Projected Outflow would be reserved as penalties against any delay in meeting milestones.

### Service Requirements

Scope of services required is described hereunder:

Respondent will provide adequate number of FTEs , team leaders, supervisors and managers for complete operationalizing and running of Call Centre.

Overall management of the Call Centre: The Respondent will manage the Call Centre , under a SLA agreement as mentioned below in this document. The scope includes overall management of Call Centre and man power management. The Respondent will submit various reports on the operations of the Call Centre in compliance to SLA agreement as discussed in this document. The Call Centre will have to be made live by the Respondent within the specific time period specified in this document.

### Number of FTEs

The Respondent shall deploy and dedicate sufficient number of Call Centre FTE, Team leaders, Managers, etc., to provide the services uninterruptedly throughout the decided duration in a day, as per the minimum SLA Parameters, indicated in this document.

The hierarchy, i.e., FTEs>Team Leader > Manager, will be decided by the Respondent, who will ensure meeting of SLA requirements. However, the following are the indicative guidelines. •

Buffer FTEs: Respondent will also have sufficient additional FTEs for managing any absence of FTEs from their seat due to leave, sickness, recess, interval, training, etc.

FTEs / Team Leader Ratio – Respondent will deploy appropriate “FTE/ Team Leader Ratio” as per industry practice. However, it is indicated that Respondent may implement 10:1 ratio, i.e there may be one team leader per group of 10 FTEs. Similarly, Respondent will deploy sufficient numbers of team leaders, quality control teams, training and management teams to ensure that the SLA parameters are met.

- Team Leader / Manager Ratio:4: 1 i.e., there should be one manager per 4 team leaders.
- Quality executive / Agent Ratio: 30: 1, i.e., there may at least be one quality executive per 30 agents.
- Keeping the above parameters in view, the Respondent will employ / deploy appropriate number of FTE, team leaders and managers in order to ensure that the SLA parameters are achieved.

These are only indicative requirements. The Respondent may decide an appropriate ratio and ensure meeting of SLA criteria.

### **Parameters for Service Level Agreements & Compliance**

The Respondent will ensure meeting of following SLA parameters and will enter into an agreement with NSDC on SLA parameters indicated below. SLA performance compliance will have to be achieved by the Call centre.

#### **SLA Parameters**

- a. Call Answer
- b. Call Abandonment rate
- c. First Call Resolution Rate
- d. Average Handling Time
- e. Occupancy
- f. Utilization
- g. Fatal Error
- h. Customer Satisfaction

NSDC will review the performance of the Call Centre services provided on a weekly, fortnightly, monthly, quarterly and annual basis.

### **Penalties and Rewards**

The SLA parameters under a, b, c & d , e & f in Para above will be considered for penalties and rewards, location wise. The SLA parameters under g & h in Para above will not be considered for penalties and rewards and will be tracked for six months for the purpose of including them for levying penalties and rewards.

**Weights for SLAs and relative Penalties and Rewards:**

In case the Respondent is unable to meet the service levels as per the table below, (except Customer Satisfaction and Fatal Error) then the NSDC will deduct penalties as detailed in table below:

s. no	SLA	WEIGHTS	SITUATION A	SITUATION B	SITUATION C	SITUATION D	SITUATION E	SITUATION F	SITUATION G
1	CALL ANSWER	20	√	√	√	√	√	√	X
2	CALL ABONDEMENT RATIO	20	√	√	√	√	√	X	X
3	FIRST CALL RESOLUTION	20	√	√	√	√	X	X	X
4	AVERAGE HANDLING TIME	20	√	√	√	X	X	X	X
5	OCCUPANCY	10	√	√	X	X	X	X	X
6	UTILIZATION	10	√	X	X	X	X	X	X
7	PENALTY		Nil	5% of 20% of monthly fee	10% of 20% of monthly fee	25% of 20% of monthly fee	50% of 20% of monthly fee	75% of 20% of monthly fee	100% of 20% of monthly fee
8	REWARDS	Reward is 30% of penalty, if ALL SLAs are achieved in the consecutive two months.							
		Reward is 30% of penalty, if ALL SLAs are achieved in the subsequent two months.							

NSDC would allow the Respondent to earn back the above penalty as detailed in the table, and further clarified as below:

- 30% of the penalties can be earned back if the Respondent meets all the service levels (except Customer Satisfaction and Fatal Error) for two consecutive months following the month of non-compliance. For example, if the Respondent is unable to meet any of the service levels, say, in the month of January, then the Respondent can earn back 30% of the penalties when the Respondent will meet all the service levels consecutively in the months of February & March.



- Additional 30% of the penalties can be further earned back if the Respondent will meet all the service level (except Customer Satisfaction and Fatal Error) in the next two months consecutively, that is April & May of the same year.

NSDC will have discretion to terminate the contract, in case the selected vendor earns penalty successively for three months during the entire contract period. It is further be clarified that this right is the prerogative of NSDC only.

- The beta period /learning curve tenure for this project after which the SLA and R & P would be applicable shall be 3 months

- Escalation matrix will be such as FTE > Supervisor > Manager of Service Provider or Concerned official at NSDC. The KPIs and ACHT will be decided mutually

- Call back: If the call could not be resolved and the FTE needs to put an outward call once again to resolve the query. Data source for SLA calculations will be the reports generated by Call Centre software.

### **Definitions and details of SLA parameters**

#### **Call Answer /RESPONSE TIME**

Call Answer and response time are classic metrics, and they're fundamental to effective management of the contact center and the customer experience.

Call Answer is defined as: "X percent of contacts answered in Y seconds," e.g., 80% of calls answered in 5 seconds.

Response time (which is the equivalent of service level for transactions that don't have to be handled the moment they arrive) is defined as: "100% of contacts handled within N days/hours/minutes," e.g., all customer email inquiries will be handled within four hours.

COMPONENT	EXPLANATION OF COMPONENT
Definition	Answer time is the number of seconds it takes for any representative of the NSDC's user community to connect with (receive / reply) the Respondent's Call center representative.
Requirement	Throughout the uptime of Call Centre except for scheduled downtime for scheduled maintenance or when the NSDC's system is down for whatever reason
Measurement Range	Low = 1 minutes; High = 5 seconds
Compliance	90% of calls will be answered in <20 seconds by live person who is front -end directed by automatic call distribution(ACD)
Measurement Frequency	Monthly
Calculation Formula	Number of calls answered in < 20 seconds/total calls = Service Level Attained
Data Source	CMS Report /SR Dump /NSDC's ACD and CTI solution with

	date and time-stamp capabilities
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**Call Abandonment Rate:**

Call abandonment, or the percentage of callers who hang up before reaching an agent, is a common occurrence in the call center and has a detrimental impact on customer retention. It is therefore imperative that customer-centric call centers keep track of this KPI and make sure that it remains below a target threshold.

COMPONENT	EXPLANATION OF COMPONENT
Definition	The proportion of calls that hang up or are disconnected before the respondent's FTE answers the phone. A wrong immediate hang-up exclusion not exceeding 5 seconds is acceptable.
Requirement	Throughout the uptime of Call Centre except for scheduled downtime for scheduled maintenance or when the NSDC's system is down for whatever reason
Measurement Range	High = <2%; Low < 25%; Critical > 25%
Compliance	<3%
Measurement Frequency	Monthly
Calculation Formula	Number of abandoned calls (calls that have entered the queue and "hang up") / total calls = Service Level attained
Data Source	CMS Report / SR Dump /NSDC's ACD & CTI solution with date and time-stamp capabilities.

**First Call Resolution Rate: (FCR).**

It is the percentage of calls that the agent completely addresses the caller's needs without having to transfer, escalate or return the call. Resolving an issue on first contact is so important, that many claim that first call resolution is the single most important KPI related to a customer's level of satisfaction with a company. It therefore should be at the top of any list of call center KPIs to track over time. "world class" customer satisfaction ratings had a FCR average of 86%, while centers that were not among the elite in customer satisfaction had a FCR average of only 67%.

COMPONENT	EXPLANATION OF COMPONENT
Definition	First contact completion applies when the first person, the customer

	reaches answers the question, resolves the problem or dispatches service where appropriate. Warm transfers and call backs should be considered second or greater contact.
Requirement	Throughout the uptime of Call Centre except for scheduled downtime for scheduled maintenance or when the NSDC's system is down for whatever reason
Measurement Range	Low = 25%; High = 85% (resolved)
Compliance	75% (resolved)
Measurement Frequency	Monthly
Calculation Formula	Number of calls resolved on the first call / total calls = Service Level Attained.
Data Source	CMS Report / SR Dump /NSDC's ACD & CTI solution with date and time-stamp capabilities.

### Average Handling Time:

Average handle time (AHT) is a [call center metric](#) for the average duration of one transaction, typically measured from the customer's initiation of the call and including any hold time, talk time and related tasks that follow the transaction. AHT is a prime factor when deciding call center staffing levels.

COMPONENT	EXPLANATION OF COMPONENT
Definition	The proportion of calls whose total duration from beginning of actual interaction to closure, that exceeds an Average Handling Time.
Requirement	Throughout the uptime of Call Centre except for scheduled downtime for scheduled maintenance or when the NSDC's system is down for whatever reason
Measurement Range	High = <1%; Low > 10%
Compliance	98%
Measurement Frequency	Monthly
Calculation Formula	Number of calls whose AHT exceeds 240 seconds/ total calls = Service Level Attained
Data Source	CMS Report / SR Dump /NSDC's ACD & CTI solution with date and time-stamp capabilities.

**Occupancy** in % terms:

COMPONENT	EXPLANATION OF COMPONENT
Definition	The total percentage of time when the agent is logged in and actually is working on the calls to the total time including Avail time he is working
Requirement	Throughout the uptime of Call Centre except for scheduled downtime for scheduled maintenance or when the NSDC's system is down for whatever reason
Measurement Range	Greater than 85%
Compliance	>85%
Measurement Frequency	Monthly
Calculation Formula	Occupancy % = (Talk time+ Hold time + Wrap time)/(Talk time+ Hold time+ Wrap time + Avail Time)
Data Source	CMS Report

**Utilization** Call center occupancy, or agent utilization, is a group metric which indicates the overall amount of time agents signed into a queue are either on the telephone or in after call work. An 80 percent occupancy rate (OCC) would indicate that 80 percent of the time signed-on agents are busy, and 20 percent of the time they are available waiting for a call. You want to monitor call center occupancy because if it's consistently too high, you risk burnout. If it runs too low, you are overstaffed and incurring unnecessary costs.

COMPONENT	EXPLANATION OF COMPONENT
Definition	The total percentage of time when the agent is logged in including Avail time to the target hours he is to work.
Requirement	Throughout the uptime of Call Centre except for scheduled downtime for scheduled maintenance or when the NSDC's system is down for whatever reason
Measurement Range	Greater than 75%
Compliance	75%
Measurement Frequency	Monthly
Calculation Formula	Utilization % = (Talk time+ Hold time+ Wrap time+ Avail Time)/ Target Hrs
Data Source	CMS Report

**Fatal error:**

COMPONENT	EXPLANATION OF COMPONENT
Definition	The percentage of total contacts, wherein an error occurs in delivering Call Centre specific services which is totally unacceptable, primarily due to the Behavior of the Agent, which might lead to total dissatisfaction of caller or misleading the caller due to providing of wrong information.
Requirement	Throughout the uptime of Call Centre except for scheduled downtime for scheduled maintenance or when the NSDC's system is down for whatever reason
Measurement Range	Low = 0.5%; High = 0%
Compliance	< 0.25%
Measurement Frequency	Monthly
Calculation Formula	Monthly by taking <1% of daily activities and scanning for fatal error in each of the documented processes and procedures. The sampling should be divided over the various functional areas. Number of calls where fatal error occurred / sample size = Service Level Attained.
Data Source	Listening to voice calls from the log by the vendor's quality assurance team/ NSDC's team or / and system report.

#### Customer Satisfaction:

Customer satisfaction is one of the most critical metrics for any contact center. Studies have revealed, and common sense supports, a critical and direct correlation between customer satisfaction, customer loyalty, and employee morale and performance.

The big trend now is to survey callers immediately after the interaction occurs, when the experience is fresh in the customer's mind and before problems can escalate. Top centers typically do this via IVR-based post-call surveys, similar to the type described in the previous section on first-contact resolution. Callers are asked a series of questions about their interaction with the agent, their feelings about the organization and their plans to continue doing business with the company. They are asked to rate each question on a numeric scale (often 1 to 5) for easy customer satisfaction calculation. Many surveys also feature a couple of open-ended questions for more detailed customer feedback.

Today's advanced IVR survey apps can be programmed to recognize when a customer gives an abnormally low overall rating and to send an alert to the center manager or quality assurance team. The system can capture (via CTI) the caller's identity and link it to the actual recording of the call in question for complete analysis of the interaction. After reviewing the survey responses and the call, the manager can quickly call the customer to "repair damage" and hopefully restore trust and loyalty.

Progressive centers also gauge how satisfied customers are who have chosen to interact with the company via email or chat. To do so, they send a survey like the IVR-based one to these customers via email or program the survey to pop up on the customer's screen upon completion of an online interaction.

COMPONENT	EXPLANATION OF COMPONENT
Definition	Measures performance of service provided to customer. Used to identify customer's opinion of service performance
Requirement	Satisfied : (Parameters –Satisfied or not satisfied- area of dissatisfaction -reason) (Note : Customer satisfaction survey process will start after 1 month from initiating the operations)
Measurement Range	Low = 60%; High = 80%
Compliance	80% (resolved)
Measurement Frequency	Monthly for 10% of end users who contact help desk; annually for all end users.
Calculation Formula	Monthly by taking < 5% of daily activities and completing a customer satisfaction record per documented processes and procedures. The sampling should be divided over the various functional areas. Monthly reporting periods = Number of responses with a very satisfied rating/total number of responses = % Service Level Attained.
Data Source	The same formula is used for the annual customer

### **1. Payments**

- By 10<sup>th</sup> of each month the Agency will submit the Invoice to NSDC along with compliance certificate of contractual obligations. The invoices should be accompanied by list of FTE deployed for that month. The invoice should also be accompanied by liquidation statement of the previous month; this statement will include the opening balance and closing balance.

### **2. Penalty-**

- a. The Service Provider shall obtain report in terms of satisfactory/unsatisfactory from the designated reporting officer of concerned division for a period ending 25<sup>th</sup> day of each month.
- b. In case of unsatisfactory report of 10% of the personnel deployed, a deduction of 5% of the monthly bill shall be made.
- c. In case of unsatisfactory report of 20% of the personnel deployed, a deduction of 10% of the monthly bill shall be made.
- d. In case of unsatisfactory report of 30% or more of the personnel deployed, the agency shall be given a notice for termination of contract. If services are not improved, the agreement shall be terminated.

The Agency is required to provide and facilitate medical insurance, insurance cover for death and disability to all Service Center Operators recruited. THE AGENCY will be responsible for facilitating management of the insurance claim from initiation to final claim payment.





## **Section X. Security Forms**

*Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are provided in this Section XI. Bidders shall not complete the Performance and Advance Payment Security forms at this stage of the procurement process. Only the successful Bidder shall be required to provide these two securities.*

### **Forms of Securities**

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at the time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

- Annex A : Bid Security (Bank Guarantee)
- Annex B : Performance Bank Guarantee
- Annex C : Bank Guarantee for Advance Payment

## Form of Bid Security (Bank Guarantee)-Annexure A

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**

*[Insert name and address of the Employer]*

**Invitation for Bids No.:** *[Insert reference number for the Invitation for Bids]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bids No. *[insert number]* ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in letters]* (*insert amount in numbers*)<sup>9</sup> upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.
- (c) does not accept the correction of the Bid Price pursuant to Clause 28.

<sup>9</sup> The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 17.1 of the Instructions to Bidders.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document; or (c) three years after the date of issue of this guarantee.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

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*[signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

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## Performance Bank Guarantee ANNEXURE B

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Employer]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Service Provider") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *\_ [insert name of contract and brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Service Provider, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*<sup>10</sup>, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Service Provider is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2....,<sup>11</sup> and any demand for payment under it must be received by us at this office indicated above on or before that date.

---

*[signature(s)]*

<sup>10</sup> An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

<sup>11</sup> Insert the date twenty-eight days after the expected date of issue of the Certificate of Completion

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

## BANK GUARANTEE FOR ADVANCE PAYMENT-ANNEXURE C

*[Guarantor letterhead or SWIFT identifier code]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

To: \_\_\_\_\_ *[name of Employer]*  
 \_\_\_\_\_ *[address of Employer]*  
 \_\_\_\_\_ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub clause 6.4 (“Advance Payment”) of the above-mentioned Contract, \_\_\_\_\_ *[name and address of Service Provider]* (hereinafter called “the Service Provider”) shall deposit with \_\_\_\_\_ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ *[amount of guarantee]*<sup>12</sup> \_\_\_\_\_ *[in words]*.

We, the \_\_\_\_\_ *[bank or financial institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding \_\_\_\_\_ *[amount of guarantee]* \_\_\_\_\_ *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ *[name of Employer]* and the Service Provider, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ *[name of Employer]* receives full repayment of the same amount from the Service Provider.

Yours truly,

<sup>12</sup> An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

Signature and seal of the guarantor \_\_\_\_\_  
Name of Bank/Financial Institution \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_