RTI Call Centre
&
Portal Project

सत्यमेव जयते

Department of Personnel & Training
Ministry of Personnel, Public Grievances
and Pensions

Volume II

Architecting e-Government

National Institute for Smart Government

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GLOSSARY

Term	Definition
AMC	Annual Maintenance Cost
APIO	Assistant Public Information Officer
BG	Bank Guarantee
BPL	Below Poverty Line
BPO	Business Process outsourcing
CIC	Central Information Commission
CAPEX	Capital Expenditure
CSO	Civil Society Organisations
DC	Data Centre
DPR	Detailed Project Report
DOPT	Department of Personnel & Training
DR	Disaster Recovery
EMD	Earnest Money Deposit
GFR	General Financial Rules
IA	Implementation Agency
ITES	Information Technology Enabled Services
IVRS	Interactive Voice Response System
MIS	Management Information System
NDA	Non-Disclosure Agreement
OPEX	Operational Expenditure
PBG	Performance Bank Guarantee
RFP	Request For Proposal
RTI	Right To Information

1 Brief Introduction to Project

In order to promote transparency and accountability in administration across government departments, the Indian Parliament enacted the Right to Information Act (henceforth referred to as 'Act') in the year 2005. The Act, which came into force on 12 October 2005 empowers Indian citizens to seek information from a Public Authority and is aimed at making the Government and its functionaries more accountable and responsible. The Act has now been in operation for over five years and has benefited many, including the poor and the underprivileged. It is a matter of pride that we have given to ourselves, a tool which has the potential to usher in transparency, and reduce corruption.

The following achievements are notable:

- The basic tenets of the Act have been implemented and the institutional mechanism is in place and is in use by citizens
- Civil society organizations and the media are using the Act for bringing in transparency and objectivity
- Government employees / Public Authorities are aware of the basic elements of the Act
- Various State Governments have taken up initiatives, which go beyond the stipulations of the Act, and further the spirit of the Act

Department of Personnel and Training (DOPT) is the nodal Department of the Government of India responsible to provide administrative support for the implementation of Act. In 2009, DOPT sponsored a study on Understanding the "Key Issues and Constraints" in implementing the Act. The report highlighted among others, the following key findings:

- Inconvenience to Citizens in filing RTI Requests
- Ineffective record management practices leading to delays in processing RTI requests
- Low awareness level among citizens on their rights under the Act

Taking insights from the study and its recommendations, DOPT has initiated a project to bring in more citizen centricity in RTI service delivery, especially targeted towards improving access for the illiterate and rural citizens, with the help of Information and Communication Technology (ICT) tools and applying industry-standard Portal and Call Centre management practices. The project has been named **'RTI Call Centre and Portal Project'**.

To implement this project, DOPT has decided that it will engage a professional Implementation agency (IA) to design, develop, set up, operate and maintain the proposed integrated service delivery system and the associated infrastructure as specified in this RFP. DOPT is looking at this engagement as a complete solution to be provided by the selected IA and not as a hardware & software supply agency.

To this end, the specifications laid out in this RFP are indicative of the minimum requirements and the bidders are expected to focus on the objectives of this Project and formulate their solution offerings in a manner that enables achieving those objectives both in letter and spirit.
The content of this RFP has been structured in three volumes as explained below:

Volume I: Functional and Technical Requirements
Volume I of RFP to bring out all the details with respect to the solution and other requirements that Department deems necessary to share with the potential bidders. The information set out in this volume has been broadly categorized as Functional, Technical, and Operational covering multiple aspects of the requirements.

Volume II: Commercial and Bidding Terms
Volume II details out all that may be needed by the potential bidders to understand the commercial terms and various bidding processes.

Volume III: Draft Agreement including Service Levels
Volume III explains the contractual terms that Department wishes to specify at this stage. It basically consists of a draft Agreement that needs to be signed between the DOPT and the successful bidder (IA). This Agreement includes a separate Article on Service Levels (SL).

This volume is Volume II.

2 Bussiness Model

In service-oriented projects like the RTI Call Centre, it is essential that the business model spurs the Implementation Agency to deliver services in a manner which encourages the usage of the system by enhancing performance, efficiency and customer satisfaction, thereby generating revenue from the increased usage of the system. For providing call centre services PPP model is proposed. The IA is required to provide the entire services to DOPT as specified in the scope of work in RFP Volume I, which includes:

1. Setup, Operate and Maintain RTI Call Centre
    a. Voice Calls (inbound)
    b. SMS (outbound services)
    c. IVRS managed Calls
2. Develop, Implement and Maintain RTI Portal
3. Provisioning of Data Centre– Disaster Recovery services for hosting of RTI Portal
4. Training to Government Personnel

The Implementation Agency (IA) will operate the Call Centre from an existing facility or set up new facility where most of the capital and operational expenses are shared among various clients. The IA will bear all the costs for providing the services and charges the client for the services provided. DOPT will make payments to the IA for all the services required to be provided for fulfillment of agreement only on the basis of Call connect minute, outbound SMSs and charges for IVRS managed calls handled. These payments would be made on the basis of agreed "Per Connect Minutes Charges" and shall be the only payment made to the Implementation Agency for delivery of all the services as required to fulfill the agreement. As far as voice calls are concerned, full payment will be made for the call if the call duration is less than 15 minutes. For Calls exceeding 15 minutes, 10% deduction will be made for each subsequent 3 minute slabs. For example: If a call last 24 minutes, and "per connect minute charge" is Rs. 2, then the payment of the Call will be commuted as per the calculations stated below:

Charges for the first 15 minutes: 2x15=Rs.30
Charges for the next 3 minutes: 2x3x.9= Rs.5.4
Charges for the next 3 minutes: 2x3x.8=Rs. 4.8
Charges for the next 3 minutes: 2x3x.7=Rs. 4.2
Total =Rs. 44.4

The payment for any voice call would be restricted to a maximum of 24 minutes duration call worked out as per above.The IVRS managed calls and SMSs (outbound) will be paid as per the rates given in the Section 7, Payment Terms

3 Bidding Process

3.1 Brief description of Bidding Process

DOPT has decided that it will engage a professional agency that will develop, deploy & maintain the portal and set-up, operate& maintain the Call Centre as specified in this RFP. DOPT has adopted single stage RFP process for selection of the prospective bidder for award of this project. This Single stage RFP consists of 3 parts – **Pre-Qualification Proposal, Technical Proposal and Commercial Bid**. First the Pre-Qualification proposals will be evaluated. The technical proposals of only those prospective bidders who qualify in the prequalification evaluation will be opened. After evaluation of technical proposals, the commercial bids of only those prospective bidders, who qualify in technical evaluation, will be opened. Quality and Cost Based Evaluation System (QCBS) will be used for the evaluation of Commercial Bids.

3.2 Documents Part of RFP

The Request for Proposal (RFP) document for the project consists of three volumes viz.

RFP Volume I: Functional & Technical Specifications

RFP Volume II: Commercial and Bidding Terms

RFP Volume III: Draft Agreement including Service Levels

The prospective bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. **Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the prospective bidder's risk and may result in rejection of the proposal and forfeiture of the Bid Security**.

3.3 Schedule of Bidding Process

S. N	Milestone	Time for Completion
1.	Release of Request For Proposal (RFP)	14.05.2012
2.	Last date for submission of written Questions by prospective bidders	04.06.2012
3.	Pre- Bid Conference in the DOPT, New Delhi	***11.06.2012***
4.	DOPT Response to prospective bidder Questions	18.06.2012
5.	Due Date for Submission of Proposals	***10.07.2012***
6.	Date for opening of Pre-Qualification Proposals in the DOPT, New Delhi	***11.07.2012***
7.	Date of opening the Technical Proposals in the DOPT, New Delhi	***Shall be communicated***

8.	Technical Presentations in the DOPT, New Delhi	***Shall be communicated***
9.	Date of opening the Commercial Proposals, in the DOPT, New Delhi	***Shall be communicated***
10	Agreement Finalization and Award	***Shall be communicated***

3.4 Cost of Request for Proposal (RFP) Document and Contact details of Nodal Officer for Correspondence

The prospective bidders are required to download the RFPs documents from the website of DoPT (www. persmin.gov.in/persmin.nic.in/) . The final bidders should submit their proposals to

Director (Information Rights,) Room No. 280, North Block,, Department of Personnel & Training, New Delhi, latest by 10.07.2012

Bidders shall submit the bids, along with a Demand Draft for Rs.10,000 (rupees ten thousand only) drawn in favour of Accounts Officer, Department of Personnel and Training, Government of India at New Delhi towards the fee for RFP documents shall be submitted along with other documents.

Email : rticall-dopt@nic.in

3.5 Late Bids

i. Any Bid received by the DOPT after the last date for receipt of Bids prescribed by the DOPT, pursuant to **Clause 3.3 (5)** of Section I, will be rejected and returned unopened to the Bidder.

ii. DOPT may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an Addendum or by intimating all prospective bidders who have been provided the proposal documents, in writing or by facsimile or through email, in which case all rights and obligations of the proposed project and the prospective bidders previously subject to the original deadline will thereafter be subject to the deadline as extended. All amendments will also be posted on the DOPT website (www.persmin.nic.in).

4 Instructions to Bidders

4.1 General Terms and Instructions

1. A prospective bidder is eligible to submit only one Bid for the Project. A prospective bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Master Service Agreement.
3. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
4. This RFP is not transferable.

4.2 Acknowledgement of RFP

The prospective bidder is requested to acknowledge the receipt of the RFP documents and indicate the details of the contact person for all the future interactions during the bidding process. The prospective bidder is requested to use the format provided in Appendix 1 of this RFP for this purpose. A signed copy of the acknowledgement should be sent to the address given below:

Director (Information Rights)

Room No. 280, North Block,

Department of Personnel & Training,

New Delhi

4.3 Non-Disclosure Agreement

Prospective bidder shall submit a Non-Disclosure Agreement to DOPT, in the format provided in Appendix 2

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4.4 Consortium

Consortium consisting of maximum 3 members is allowed to bid. Prime bidder should be a company providing Call Centre services who shall comply with the pre-qualification criteria listed in this RFP. Prime bidder shall be responsible to furnish Bid Security and in case of award of the contract the Performance Bank Guarantee and signing of the

Agreement. In case of consortium bids, the following documents are to be submitted along with the bid:

a. A board resolution (from each of the consortium members' Boards of Directors/Governing body/Partnership) authorizing the Prime Bidder to sign / execute the proposal as a binding document and also to execute all relevant agreements forming part of RFP.

b. A certified true copy of the consortium agreement between the Prime Bidder and the other member of the consortium, describing the respective roles and responsibilities of both the members, in meeting the overall scope and requirements of the proposed Project.

4.5 Bidder Clarifications and DOPT's response

A prospective Bidder requiring any clarification of the RFP Document may submit his queries to the DOPT in writing at the DOPT email address indicated in Clause 3.4 of Section I. The DOPT will respond in writing, to any request for clarification to queries on the Bid Document, received not later than the dates prescribed by the DOPT in Clause 3.3(2) of Section I of this RFP document.

After distribution of the RFP, the contact person notified by DOPT will begin accepting written questions from the prospective bidders. DOPT will endeavor to provide a full, complete, accurate, and timely response to all questions. However, DOPT makes no representation or warranty as to the completeness or accuracy of any response, nor does the DOPT undertake to answer all the queries that have been posed by the prospective bidders. The mode of delivering written questions to the aforementioned contact person as indicated in Clause 3.4 would be through email only. It shall be the responsibility of IA to ensure that the email should reach the nodal officer within the stipulated timelines. DOPT shall not be responsible for ensuring that bidders' inquiries have not been received by DOPT for any reason whatsoever. Written copies of the DOPT's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have either purchased the RFP Document from DOPT or have sought clarification(s).

The queries must be submitted in the following format:

Sr.No.	Section Number	Clause Number	Reference/Subject	Clarifications sought

4.6 Pre-Bid-Conference

DOPT will host a Pre-Bid Conference, tentatively scheduled at 17: 00 Hrs on 11.06. 2012 at the address referred in Section 4.2 at DOPT office in New Delhi. In case there is a change in the date, time and venue of the conference, it will be intimated to all prospective bidders, who purchased the bid documents, through e-mail. The representatives of the respective

organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide prospective bidders with information regarding the RFP and the proposed RTI Call Centre and Portal project requirements, and to provide each prospective bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project. Request for clarifications shall be sent by them through email not later than the date and time mentioned in Section 3.3 before the pre-bid conference. All the requests shall be addressed to the contact person in DOPT mentioned in Section 4.2.

4.7 Supplemental Information to the Request for Proposal

If DOPT deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to RFP. Such supplemental information will be communicated to all the prospective bidders by e-mail and will also be made available on the DOPT's website. Any such supplement shall be deemed to be incorporated by this reference into this RFP.

4.8 Proposal Preparation Cost

The prospective bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DOPT to facilitate the evaluation process, and in negotiating a definitive Agreement (provided in Volume III) and all such activities related to the bid process. The DOPT, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. This RFP does not commit the DOPT to sign Agreement or to engage in negotiations.

4.9 DOPT's Right to Terminate the Process

DOPT makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by the DOPT. The prospective bidder's participation in this process may result in DOPT selecting the bidder to engage in further discussions and negotiations towards execution of a Agreement. The commencement of such negotiations does not, however, signify a commitment by DOPT to execute an Agreement or to continue negotiations.

4.10 Bid Security

i. The prospective Bidder shall furnish, as part of its Bid, a Bid security of the amount Rs.10,00,000 (Rupees Ten Lakhs only) as Bid security or Earnest Money Deposit (EMD) in the form of a Bank Guarantee (BG) issued by a Nationalized / Scheduled Bank in favour of "RTI Call Centre and Portal Project, DOPT" payable at New Delhi.

EMD in any other form shall not be entertained. The BG shall be enclosed with the technical bid.

ii. The bid and the EMD of all bidders shall be valid for a period of 180 days after the last date of submission of the proposal.

iii. The EMD of all unsuccessful bidders would be refunded by DOPT within 15 days of award of the Agreement to the successful bidder or within 30 days after the expiration of the period of Bid Validity or extended bid validity, as the case may be, whichever is earlier.

iv. Bid without adequate bid security / EMD will be rejected without providing any opportunity to be heard to the bidder concerned. The Bid Security is required to protect the DOPT against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 4.10 (vii) .

v. The Successful Bidder's Bid Security will be discharged upon the Bidder executing the Contract, pursuant to furnishing the Performance Bank Guarantee Security.

vi. No interest shall be payable by the DOPT to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

vii. The Bid Security may be forfeited:

a. if a Bidder withdraws its proposal during the period of Bid Validity specified by the Bidder in the Bid; or

b. in the case of a Successful Bidder, if the Bidder fails to sign the Agreement or to furnish the Performance Bank Guarantee

4.11 Deviations and Exclusions

The prospective bidder shall provide the deviations and exclusions, if any, from the defined scope of project in the format provided in Appendix 3.

4.12 Source Code and Intellectual Property Rights

The source codes & intellectual property rights of all the software developed under this project shall be the exclusive property of DOPT. Prospective Bidders should submit a declaration to this affect.

4.13 Total Responsibility

Prospective Bidder (Prime bidder in case of a consortium) should issue a statement undertaking total responsibility for the defect free operation of the proposed RTI Call Centre and Portal system, which shall not include any conditional statements.

4.14 Signature

All proposals must be signed with the prospective bidder's name and by a representative of the prospective bidder, who is authorized to commit the prospective bidder to contractual obligations. All obligations committed by such signatories must be fulfilled.

4.15 Prices

4.15.1 Bid Price

The prospective bidder shall quote a Bid Price for the components listed in the Scope of Work of Volume I of this RFP .The prospective Bidder shall quote the Bid Price only in the form of **"per connect minute charges"** for all the above stated components of the Scope of Work mentioned in RFP Volume I. The Bid Price shall be quoted in the Commercial Proposal Proforma prescribed at Appendix 8 for providing the services of the solution to meet the requirements of DOPT under this Project (as stated in RFP Volume I). The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Bidder shall prepare the Commercial Proposal based on the requirements provided in the RFP Documents. It must be clearly understood that the requirements are intended to give the prospective Bidders an idea about the order and magnitude of the work. Bidder shall carry out the design of the solution and sizing of the infrastructure needed in accordance with the requirements of RFP Documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP Documents.

The **Agreement price** shall be based on the "per connect minute charges". All the quarterly payments (w.r.t the Call Centre, Portal ,DC & DR and training to the Government Personnel) shall be made to the Implementation Agency by considering this "per connect minute charges", for completion of the contractual obligations under the Agreement, subject to the terms of payment and Service Levels specified in the RFP.

No adjustment of the Agreement price during the Agreement Period shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract during the Agreement period.

Firm Price

i. Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. A proposal submitted with an adjustable price quotation or conditional proposal will be rejected as non-responsive.

ii. The Commercial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the requirements of the Projects. Service Tax, if any applicable, shall be payable extra, at actuals by the DOPT in accordance with the conditions of this Contract and upon submission of proof of payment of such taxes. However, should there be a change in the applicable taxes; DOPT reserves the right to negotiate with the Bidder.

4.15.2 Discounts

The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the DOPT shall avail such discount at the time of award of contract.

4.15.3 Revelation of Prices

Prices in any form or by any reason before opening of the Commercial Bids should not be revealed, failing which the offer shall be liable to be rejected. If price change is envisaged due to any clarification, revised Commercial Bid in a separate sealed cover shall be submitted with prior written permission of the DOPT.

4.16 Correction of Errors

i. Prospective Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by DOPT. All corrections, if any, should be initialed by the person signing the proposal form before submission, failing which the figures for such items may not be considered.

ii. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

4.17 Disqualification

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

i. Proposal not submitted in accordance with this document.

ii. Proposal received in incomplete form.

iii. Proposal received after due date and time.

iv. Proposal not accompanied by all requisite documents.

v. Information submitted is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Agreement (no matter at what stage) or during the tenure of the Agreement including the extension period if any.

vi. Commercial proposal is enclosed with in the same envelope as technical proposal.

vii. The price information, the pricing policy or pricing mechanisms or any document indicative of the commercial aspects of the proposal are either fully or partially enclosed or is part of the Technical Proposal.

viii. Bidder fails to deposit the Performance Bank Guarantee (PBG) within the stipulated period or fails to enter into an Agreement within 15 working days of the date of notice of award of Agreement or within such extended period, as may be specified by DOPT.

ix. Bidder or any person acting on its behalf indulges in corrupt and fraudulent practices.

x. No submission of Bid Security.

4.18 Modification in the RFP

i. At any time prior to the last date for receipt of Proposal, the DOPT, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.

ii. The amendment will be notified in writing or by fax or e-mail to all prospective Bidders who have either purchased the RFP Document from the DOPT or have sought clarification(s) and will be binding on them. All amendments will also be posted on DOPT website.

iii. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the DOPT may, at its discretion, extend the last date for the receipt of Bids.

iv. DOPT may at any time during the bidding process request the Bidder to submitrevised Technical / Commercial Bids and/or Supplementary Commercial Bids without thereby incurring any liability to the affected Bidder or Bidders.

4.19 Withdrawal of Proposal submitted by the Bidder

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form.

4.20 Conflict of interest

Prospective Bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the prospective bidder or any prospective subcontractor due to prior, current, or proposed Agreements, engagements, or affiliations with DOPT. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the prospective bidder to complete the requirements as given in the RFP. Please use format provided in Appendix 4 for making declaration to this effect.

5 Preparation and Submission of Bids

5.1 Format and Signing of Bids

i. It is proposed to have a Five Envelope System for this Bid.
   a. Envelope 1: Bid Security,
   b. Envelope 2: Pre-Qualification Proposal and CD,
   c. Envelope 3: 2 copies of Technical Bids and CD
   d. Envelope 4: 2 Copies Commercial Bid
   e. All the above 4 envelopes along with proposal letter in Envelope 5

ii. The cover thus prepared should also indicate clearly the name, address and telephone number of the Bidder, to enable the Bid to be returned unopened in case it is declared "Late".

iii. Each copy of the Bid should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. The deficiency in documentation may result in the rejection of the Bid.

iv. Bidder must ensure that the information furnished by him in respective non-rewriteable CD-ROMs is identical to that submitted in the Original Paper Bid Document. CD should contain pdf version of the signed Technical Proposal submitted by the Bidder in hard copy. In case of any discrepancy observed by the DOPT in the contents of the CDs and Original Paper Bid Documents, the information furnished on Original Paper Bid Document will prevail over the Soft Copy.

Bid Security, Pre- Qualification Proposal and the original and all copies of the Bid (Technical Bids and Commercial Bid)shall be typed or written in indelible ink. The Original and all Copies shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Proposal. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal. The Bidder shall duly sign and seal its Proposal with the exact name of the Firm/Company to whom the Agreement is to be issued. If the outer cover of the Bid is not sealed and marked, the DOPT will assume no responsibility for the Bid's misplacement or premature opening.

The prospective Bidder shall provide all the information sought under this RFP. The DOPT will evaluate only those Bids that are received in the required formats and complete in all respects.

5.2 Bid Submission

Submission of proposals shall be in accordance with the instructions given in the Table below. Bidders shall submit their responses/proposals at the office of DOPT as indicated below on date and time indicated in Section 1.3.

Director (Information Rights)

Room No. 280, North Block,

Department of Personnel & Training,

New Delhi

Envelope 1 : Bid Security	The envelope containing the Bid Security shall be sealed and super scribed "Bid Security – RTI Call Centre and Portal Project"
Envelope 2 : Pre-Qualification Proposal	The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in Section 3.3 & 5.1 and in the forms prescribed in Appendix 6 of this RFP. The Pre-Qualification Bid should be submitted in hard copy (one original and one copy) and 2 **non-rewritable CDs** format only. The words "**Pre-Qualification Proposal – RTI Call Centre and Portal Project"** shall be written in indelible ink on the hardcopy and CDs. The hardcopy and CDs shall be put in the envelope which shall be sealed and super scribed "**Pre-Qualification Proposal – RTI Call Centre and Portal Project"** on the top right hand corner and addressed to the DOPT at the address specified in this section of RFP. This envelope ***should not*** contain the technical or commercial bid, in either explicit or implicit form, in which case the bid will be rejected.
Envelope 3 : Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in Section 3.4 & 5.1 and in the forms (Appendix 7) prescribed in this RFP. The Technical Bid should be submitted in hard copy (one original and one copy) and on 2 **non-rewritable CDs** format only. The words "**Technical Proposal – RTI Call Centre and Portal Project"** shall be written in indelible ink on the hardcopy and CDs. CD should contain pdf version of the signed Technical Proposal submitted by the Bidder in hard copy. The CDs shall be put in the envelope which shall be sealed and super scribed "**Technical Proposal – RTI Call Centre and Portal Project"** on the top right

	hand corner and addressed to the DOPT at the address specified in this Section of RFP. This envelope and CDs ***should not*** contain the Commercial bid, in either explicit or implicit form, in which case the bid will be rejected.
Envelope 4: Commercial bid	The **Commercial bid** shall be submitted in a sealed envelope as per the format prescribed in Appendix 8 of this RFP. The **Commercial bid** shall be submitted on Hard Copy only(one original and one copy).NO CD WILL BE SUBMITTED. The words **"Commercial bid– RTI Call Centre and Portal Project"** shall be written in indelible ink on the hardcopy. The Hard Copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope should also be super scribed **"Commercial bid- RTI Call Centre and Portal Project". (Not to be opened with the Technical Proposal)** at the top right hand corner and addressed to the DOPT at the address specified in this section above of the RFP. In case of any discrepancy the original will prevail. Note: Unsigned Hard Copy of the Commercial bid will lead to rejection of the bid.
Envelope 5	All the above 4 envelopes along with the proposal letter should be put in envelope 5 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project **("Proposal for RTI Call Centre and Portal Project")**
Note:	The outer and inner envelopes mentioned above shall indicate the name and address of the agency to be delivered. Failure to mention the address on the outside of the envelope could cause a proposal to be misdirected or to be received at the required destination after the deadline.

DOPT will not accept delivery of proposal by fax or e-mail. Proposal received by facsimile shall be treated as defective, invalid and rejected.

5.3 Documents Comprising prospective Bidder's Proposal

The Proposal prepared by the Bidder shall comprise of the following components:

i. Proposal covering letter (covering letter is set forth in Appendix 5 of this Volume of the RFP).

ii. Bid Security

iii. Pre-Qualification proposal in the format as specified in Appendix 6.

iv. Technical proposal in the format as specified in Appendix 7.

v. Commercial Proposal in the format as specified in Appendix 8 of this RFP. The prospective bidders may also share the supporting information on financials that can provide rationale for the prices quoted.

vi. Any other information that is required to be submitted in the proposal process.

Each page of the hardcopy of the commercial bid must be signed by the authorized signatory of the bidding organization.

The bidders must submit proposal in both hardcopy and soft copy format properly labeled.

5.4 Pre-Qualification (Eligibility) Criteria

A single company or Consortium of Companies, Trust, Society (maximum of 3 members) registered in India are eligible to submit bid for the project. In case of a Consortium, one of the members of the consortium should act as the Prime Bidder and shall be solely responsible to DOPT, for discharging of all responsibilities related to the Bid finalization and for the implementation of the project, if selected as the IA. The Prime Bidder should submit the bids on behalf of the Consortium. The Prime Bidder shall submit only one response to the RFP either on its own or as a consortium member.

Only such of the bidders who meet the criteria specified below will be eligible to respond to this RFP. Pre-qualification proposal should be prepared using the bid format provided in Appendix 6 and provide supporting documents mentioned in the below table. The pre-qualification criteria for the participating bidders are as given below:

Criteria	Documentary Evidence
1. The Bidder (if it is Single Bidder)/Prime Bidder must be a company registered under Indian Companies Act 1956 or the Partnership Act 1932. In case of a consortium, all consortium members must be registered under Indian Companies Act 1956 or the Partnership Act 1932 or Indian Trusts Act or Societies Registration Act.	• Certificate of Incorporation • Relevant certificates in case of Trust and Societies
2. The Prime Bidder should have been in operation for at least five years as of 31st March 2012 providing BPO/Call Centre/ITeS related services.	• Certificate of Incorporation • Certificate of Commencement of Business issued by the Registrar of Companies
3. The Bidder (single) / Prime Bidder in case of consortium should have had an average annual turnover of at least	Audited financial statements for the last 2

Rs. 30 Crores during the last 3 financial years ending 31st March 2011 from BPO/Call Centre/ITeS related operations.	financial years. Provisional audited statement for year 2011-12 declared by requisite authority.
4. The Bidder (single) / Prime Bidder in case of consortium should have Call Centre in National Capital Region (NCR)	List of Call Centers in NCR
5. The Bidder (single) / Prime Bidder in case of consortium should have net worth of at least Rs. 5 Crores as on 31st March 2011.	Provisional audited statement for year 2011-12 declared by requisite authority.
6. Bidder (single) / each member of the Consortium should not be blacklisted/terminated by any Central Government organization / agency for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices	Undertaking from the authorized signatory
7. Prime Bidder must be a profit making company in at least two of the last three financial years ending 31st March 2011.	Audited financial statements for the last 3 financial years
8. Prime Bidder shall have at least 200 operational call Centre seats owned at one location by the company in India.	Undertaking from the authorized signatory
9. Prime Bidder to provide list of clients along with contact details (name, address, telephone, email) mentioning number of seats for each client.	Undertaking from the authorized signatory
10. Prime Bidder to provide list of Call Centre locations in India mentioning the seats	Undertaking from the authorized signatory
11. Prime Bidder must have at least 300 full-time call Centre agents on its payroll as on 31st March 2012	Undertaking from the authorized signatory
12. The Bidder shall have proven Experience in call Centre Software development/customization /implementation	Copy of work order or client certificates along with value of contract

5.5 Technical Proposal

The technical proposal should contain a detailed description of how the bidder will provide the required services for the components outlined in the Scope of Work, Volume 1 of this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal must not contain any pricing information. Technical proposal should be prepared using the template in Appendix 7. In submitting additional information, please mark it as supplemental to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate attachment to the proposal.

5.6 Commercial Proposal

Unless expressly indicated, bidder shall not include any technical information regarding the services in the Commercial Proposal. Additional information may be submitted to accompany the Commercial Proposal. While submitting additional information, please mark it as supplemental to the required response. Prices shall be quoted entirely in Indian Rupees.

The bidders shall mandatorily quote for all the requirements of project, including any items which are not identified in the formats provided for successful implementation of the project and subsequent operations & maintenance in line with Service Levels provided in RFP Volume III.

During the proposal preparation the bidder shall propose necessary infrastructure (including software and hardware), in its technical and commercial bid, required to operationalize Portal and Call Centre. The Infrastructure proposed by bidder shall address the functional, performance, security and availability requirements as stated in the RFP and shall address the requirements as stated in Volume I. The bidder shall be solely responsible for any financial implications on items not quoted in the proposal and which are required for operationalization of the project.

The commercial proposal must be prepared by completing the pricing matrices given in Appendix 8.

5.7 Period of Validity of Proposal

The proposals shall be valid for a period of Six (6) months from the date of opening of the proposals. A proposal valid for a shorter period shall be rejected by the DOPT as non-responsive.

In exceptional circumstances, at its discretion, DOPT may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).The validity of Bid Security shall also be suitably extended. A bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request will not be required nor permitted to modify its Proposal.

5.8 Non-Conforming Proposal

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and not acknowledging receipt of amendments, are common causes for holding proposals non-conforming. In addition, DOPT may disqualify proposals that appear to be presentations of promotional materials and do not follow the format requested in this RFP or do not appear to address the particular requirements of the proposed project solution.

5.9 Language of the Proposal

The Proposal prepared by the prospective Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the DOPT, shall be written in the **English language**, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Bid,The proposal and all correspondence and documents shall be written in English. All technical proposals and accompanying documentation will become the property of DOPT and will not be returned.

5.10 Contacting the DOPT

Any effort by a Bidder to influence the DOPT's Bid evaluation, Bid comparison or Agreement award decisions may result in the rejection of the Bidder's Bid.

5.11 Clarifications

When deemed necessary, the DOPT may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

5.12 Confidentiality of the Bid

This RFP is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner, whatsoever.

5.13 Financial Model

i. The Bidders should note that in the event of selection it shall be their responsibility to offer a guaranteed service as per requirements of the DOPT indicated in the RFP Volume I and as per Service Levels in RFP Volume III.

ii. The entire investment for RFP Volume I, including but not limited to, all related ongoing services, statutory payments and insurance coverage etc., is required to be

borne by the selected Bidder. The period of Agreement is speciffied in RFP Volume III.

iii. The Scope of Work and other requirements are specified under the RFP Volume I. However, it is likely that the requirements covered as a part of scope may undergo a change during the process of implementation or at a later date. Such a change would be executed through a change order process.

5.14 Bidder related conditions

i. The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work and other requirements specified in RFP Volume I'. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Agreement.

ii. The Bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this Agreement. The Bidder should not have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage of Bidding process or during the currency of the Agreement, any suppression / falsification of such information is brought to the knowledge of the DOPT, the DOPT shall have the right to reject the Bid or terminate the agreement, as the case may be, without any compensation to the Bidder.

iii. The Bidders whose proposal for the purpose of this Bid involves technical collaboration / joint venture with foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Government's approval is necessary, should submit a copy of Government's approval to the DOPT, prior to the Date of Opening of Commercial Bid.

iv. The Bidder is required to provide all the services mentioned in the Scope of Work and other requirements in RFP Volume I. Bids submitted for partial scope of work will be summarily rejected.

5.15 Local Conditions

i. The Bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the Bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

ii. Failure to obtain the information necessary for preparing the Bids and entering into Agreement will in no way relieve the Successful Bidder from furnishing any material, facility or performing any work in accordance with the RFP Documents, as an Agreement

iii. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as

described in the RFP Documents. The DOPT shall not entertain any request for clarification from the Bidder regarding such local conditions.

iv. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Agreement awarded under the RFP Documents will be entertained by the DOPT and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the DOPT on account of failure of the Bidder to appraise themselves of local laws / conditions.

6 Bid Opening and Evaluation Process

6.1 Bid Opening Session

The bids will be opened, in three sessions, one each for Prequalification, Technical and Commercial, in the presence of bidders' representatives (only one per bidder) who choose to attend the Bid opening sessions on the specified date, time and address. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for DOPT, the Bids shall be opened at the same time and location on the next working day. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

6.2 Opening of Bid Security Envelope

The bid security will be opened, by the Bid Evaluation Committee nominated by DOPT for bid evaluation, in the presence of bidders' representatives (only one) who choose to attend the session on the specified date, time and address. The Bid Security envelope of the bidders will be opened on the same day and time, on which the Pre-qualification Bid is opened, and bids not accompanied with the requisite Bid Security or whose Bid Security is not in order shall be rejected.

6.3 Evaluation of Pre-Qualification proposal

The objective of the pre-qualification proposal evaluation stage is to ascertain the bidder's technical skill base and financial capacity are consistent with the needs of the project. The Pre-Qualification Proposal will be evaluated to verify if the bidder meets the pre-qualification criteria as mentioned in Section 5.3 of Volume II of this RFP. The Technical Proposals of only those bidders who meet the pre-qualification criteria will be opened.

6.4 Evaluation of Technical Proposal

The evaluation of the Technical bids will be carried out in the following manner:

i. The bidders' technical proposal proposed in the bid document is evaluated as per the requirements specified in the RFP and adopts the evaluation criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.

ii. The Bid Evaluation Committee may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications submitted by the Bidder on the technical proposal should not have any commercial implications.

iii. Presentation on Technical Bids: The Bid Evaluation Committee will invite each pre-qualified bidder to make a presentation to DOPT at a date, time and venue decided by DOPT. The purpose of such presentations would be to allow the bidders to present their proposed technical solutions to the Bid Evaluation Committee and orchestrate the key points in their proposals. DOPT may like to interact with project team (Domain expert, Team Lead, Project Manager) during the presentation. DOPT may also visit the Call Centre facility during Bid Evaluation stage.

iv. The Bid Evaluation Committee may seek oral clarifications from the bidders during presentation. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the Bid Evaluation Committee to state its requirements clearly and for the bidder to more clearly state its proposal. However, these oral clarifications would be documented and be binding for the bidders. The Bid Evaluation Committee may seek inputs from their professional and technical experts in the evaluation process.

v. Following will be the technical evaluation methodology:

a. Each Technical Bid will be assigned a technical score out of a maximum of 100 points. Each of the criteria will be assigned a technical score.

b. Only the bidders, who score above the minimum cut-off score defined in each of the Evaluation Criteria and score a total Technical score of 60 (sixty) or more, will qualify for the evaluation of their commercial bids. DOPT reserve all the rights to relax the minimum technical score in case less than 3 bidders are qualifying in the technical evaluation.

c. The commercial bids of bidders who do not qualify technically shall be returned unopened to the bidder's representatives after the completion of the evaluation process along with the Bid Security.

d. The Bid Evaluation Committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the commercial bids.

e. The technically qualified bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.

Following distribution of evaluation parameter, weightage and cut-off will be adopted for technical evaluation of bids:

S.NO	REFERENCE	EVALUATION CRITERIA & PARAMETERS	MARKS	MIN CUT OFF MARKS
1.		**Past Experience of the Bidder**	**35**	**21**
1.1	RFP Volume II, Appendix 7	Turnover of the Bidder from the domestic inbound Call Centre	5	
1.2	RFP Volume II, Appendix 7	Net worth of the Prime Bidder	5	
1.3	RFP Volume II, Appendix 7	Number of Call Centre Seats	4	
1.4	RFP Volume II, Appendix 7	Number of Call Centre Agents	4	
1.5	RFP Volume I-Section 3.1.1	Regional Language Capabilities in providing Services in the Call Centre	2	
1.6	RFP Volume II, Appendix 7	Size of the Top 5 clients. Evaluation will be based on following parameters: i. Call Volumes ii. Value of Contract (Benchmark-2 Crores) iii. Number of years of association (Benchmark-3 years) iv. Repeat orders from Client Enclosure: Citations and Client Satisfaction Certificate	5	
1.7	RFP Volume II, Appendix 7	Relevant Domestic Experience in providing: a. Call Centre services to Government organisations/PSUs (implementation and operations) b. Implementing Portal & Call Centre together c. Portal technology proposed in technical proposal d. Providing IT infrastructure for DC & DR for hosting of Portal f. Training of end users	8	
1.8	RFP Volume II, Appendix 7	Evidence to render services in required time frame and ramp-up of the capacity. Criterion will be evaluated based on the supporting documents, case studies, client satisfaction certificate and Service Levels.	**2**	
2.		**Proposed Technical Solution**	**30**	**18**

I		Call Centre	17	10
2.1	RFP Volume –I Section 3.1.1 & 4.1	Solution Fitment – High-level architecture, CRM, ACD, IVRS, CTI, Logger, Agent PC and headset etc. This criterion will be evaluated based on the following parameters: i. Specifications of equipment meeting the requirements ii. CRM functionality meeting the requirements iii. Reliability, ruggedness of equipment's iv. Advance features and vendor support for equipment's	5	
2.2	RFP Volume –I Section 3.1 & 3.2	Physical Infrastructure adequacy in terms of security, power backup, environmental protection, telecom. This criterion will be evaluated based on the following parameters: i. Specifications of equipment's meeting the requirements ii. Security procedure and equipment used for the same iii. Facilities Management approach	4	
2.3	RFP Volume –I Section 5.1	Scalability of the solution This criterion will be evaluated based on the following parameters: consideration for concurrent connections, data growth rate, user population growth, storage capacity, computing capacity, performance characteristics, and response-time characteristics	3	
2.4	RFP Volume –I Section 3.1, 3.2, 5.1 & 5.2	Solution consideration for manageability This criterion will be evaluated based on the following parameters: change management, problem management, asset management, configuration management, risk management, systems administration, and strategic control of DOPT and availability (platform reliability, stability).	3	
2.5	RFP Volume I-Section 3.1, 5.2.1 & 6	Analytics, MIS, Reporting and Forecasting abilities	2	
II		Portal	13	8
2.6	RFP Volume I -Section 2.2, 3.1, 4.2 & 5.3	Fitment of overall architecture and solution design to requirements. This criterion will be evaluated based on the following parameters: i. Solution design meeting the requirements ii. Customisation, configurability & Extensibility Iii. Architecture for ensuring reliability, high-availability, scalability and performance iv. Deployment architecture and scalability	3	
2.7	Volume I - Section 3.1, 4.2 & 5.3	Technologies and Software Platform proposed. This criterion will be evaluated based on the following parameters:: i. Fitment of technology to requirements ii. Maturity of the technology iii. Adherence to open standards iv. Support provided by the vendor of the technology	3	

2.8	RFP Volume I, Section 4.2.6	Hardware and Infrastructure design (including DC & DR facility) This criterion will be evaluated based on the following parameters: i. Hardware specifications and fitment to requirements ii. OEM support for the hardware Iii. DC & DR facility Infrastructure	3	
2.9	RFP Volume I, Section 3.2.7	Simplicity & user friendliness of Audio-Visual training module of Portal	1	
2.10	RFP Volume –I Section 5.1	Simplicity, User friendliness, ease of use and ease of navigation in Portal	2	
2.11	RFP Volume I-Section 6	Proposed tools for Software development and management. Process adopted for development and maintenance of Portal.	1	
3.		**Approach and Methodology**	**15**	**9**
3.1	RFP Volume I, Section 3, 4, 5	Demonstrated level of understanding of the project, its purpose, scope, and bidder's plan for performing the required services as detailed in scope of work, technical and Functional requirements in the RFP, during the lifecycle of the project: design, development, implementation and operation	5	
3.2	RFP Volume I- Section 3.1 & 7	Comprehensiveness and Robustness of Project Plan (level of detail of activities, risk mitigation, practicality).This criterion will be evaluated based on the following parameters:: i. Comprehensiveness of plan with respect to all activities that need to be under taken as part of project- ii. Activities, sequencing, dependencies among activities covering all the bundle of services- iii. Resource planning, allocation and loading iv. Proposed Status Reporting mechanism v. Risk mitigation and resource loading	2	
3.3	Volume I- Section 3.1.1, 3.1.3, 3.2.4 & 7.1	Approach to facilitate DOPT to monitor Service Levels and use of technology for the same i. Service Levels tools functionality meeting the requirements and automation functionality ii. User-friendliness and ease of use of Service Levels monitoring tools	2	
3.4	RFP Volume I -Section 3.1.1	Training (areas and content) of Call Centre Agents and Knowledge management. This criterion will be evaluated based on the following parameters: i. Approach to build KM database and Tools used for KM and its maintenance ii. Training approach and methods used for training Call Centre agents	1	
3.5	RFP Volume I- Section 3.2	Quality framework and methodology adopted	1	
3.6	RFP Volume I-Section 3.1	Awareness and Communication Strategy	1	

3.7	RFP Volume II-Section 6.4	Detailing, professionalism and flexibility in technical presentation. Availability of project team (Domain expert, Team Lead, Project Manager) during presentation	3	
4.		**Qualification and Experience of Key Personnel**	**20**	**12**
4.1	RFP Volume I - Section 3.2.1 & 6.1	Proposed account management and governance structure of Call Centre, Portal & DC&DR	2	
4.2	RFP Volume I Section 6.2 (2a)	**Average qualification and experience of agents proposed:** graduate with at least 2 years of Call Centre experience; preferably having experience in Government related processes	4	
4.3	RFP Volume I Section 6.2 (2d)	**Proposed Subject Matter Experts (SMEs) profiles:** hands on experience on Right to Information (RTI) of at least 4 years to guide the Call Centre Agents on answering and categorising the calls knowledgeably	7	
4.4	RFP Volume I Section 6.2 (2b)	**Proposed Team Leads and Manager profiles:** graduate with at least 4 years of Team lead experience and 5 years of Manager experience; preferably having experience in Government related processes	4	
4.5	RFP Volume I-Section 4.2	Proposed portal development team technical expertise	3	
Total				**60**

6.5 Evaluation of Commercial Proposal

The Commercial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

The lowest evaluated Commercial Proposal (Fmin) will be given the maximum financial score (Fn) of 100 points. The financial scores (Fn) of the other Commercial Proposals will be computed as per the formula for determining the financial scores given below:

Fn = 100 x Fmin / Fb,

Where,

Fn = normalized financial score for the bidder under consideration

Fb = commercial quote for the bidder under consideration

Fmin = commercial quote of the lowest evaluated commercial proposal

6.6 Composite evaluation and ranking of Bidders

QCBS evaluation will be used for composite evaluation. Proposals will be ranked according to their combined technical (Tb) and financial (Fn) scores using the weights (T = 0.70 the weight given to the Technical Proposal; P = 0.30 the weight given to the Commercial Proposal; T + P = 1).

The combined technical and financial score

$$S = Tb \times T + Fn \times P$$

The bidder achieving the highest combined technical and financial score will be invited for negotiations for awarding the Agreement.

In case of a tie where two or more bidders achieve the same highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the Agreement.

7 Payment Terms

IA will be paid quarterly based on the actual "per connect minute" c as quoted by IA after making the Service Level deductions, if any, incurred in the quarter for which the invoice has been raised. The "per connect minute" charges will include the following components:

i. Setup, Operate and Maintain RTI Call Centre
   a. Voice Calls (Inbound)
   b. SMS (outbound services)
   c. IVRS managed Calls

ii. Develop, Implement and Maintain RTI Portal

iii. Provisioning of Data Centre – Disaster Recovery services for hosting of RTI Portal

The bidder is required to submit a single "Per connect minute" charges for all the above stated Components as specified in the Scope of Work and other requirements of RFP Volume I in Appendix 8 of this RFP Volume II.

a. Disincentive for prolonging the Calls by the Implementation Agency:

There shall be a definite disincentive to the Implementation Agency for prolonging Calls for imparting information as well as transcribing RTI applications/First Appeals. DOPT has estimated time duration of 3 minutes for imparting information on RTI and 15 minutes in transcribing RTI applications/First Appeals. In case Implementation Agency exceeds this time duration for imparting information as well as transcribing RTI applications/First Appeals, then shall be paid based on the diminishing payment schedule as given below:

i. Diminishing payment schedule for RTI Information Calls:

S. No	RTI Information Calls duration	Payment Schedule
1	Up to 3 minutes per call	100% of "per connect minute charges"
2	After increase of every one minute slab to the maximum time duration of 10 minutes	There would be a reduction of 10% from the normal "per connect minute charges"

ii. Diminishing payment schedule for transcription of RTI Applications/First Appeals:

S. No	Duration of transcription of RTI Applications/First Appeals	Payment Schedule
1	Up to 15 minutes per call	100% of "per connect minute charges"

2	After increase of every three minutes slab to the maximum time duration of 24 minutes	There would be a reduction of 10% from the normal "per connect minute charges"

b. Transfer of Portal to DOPT in the event of failure of Agreement:

Under this Project, DOPT shall have the ownership of the Portal. DOPT has estimated the Portal Cost (Development Cost along with Operational Expenditures for 5 years) as Rs. 30 Lakhs only (Thirty Lakhs Only). On the event of failure of Agreement before go-live period of the Project, DOPT will not make any payment to the Implementation Agency. On the event of failure of Agreement post go-live period, Portal will be transferred at the cost estimated by the DOPT (mentioned above) by recovery the cost at the rate of 20% per year.

In case of termination of the Agreement, the Implementation Agency is required to host the Portal at the DOPT location or any other location/space suggested by the DOPT. IA shall ensure the destruction of the Portal Application at his own location.

Note:

i. Voice Calls (Inbound):

- Duration of agent answered calls to be counted after deducting the duration of the said calls handled by IVRS.
- Agent answered calls that last less than 10 seconds shall not be considered valid calls for payment purposes.
- Payment for inbound calls shall be made for aggregate connect minutes obtained after aggregating duration of individual calls in seconds.

ii. IVRS managed Calls:

- Rate for handling calls on IVRS will be on per call connect minute basis. This rate will be 15% of the "Per Connect Minute" rate quoted above for handling inbound calls.
- IVRS calls to be counted after deducting the Calls answered by the agents. IVRS portion of any call which has been handled by an agent will not be payable. In such case, payment will be made based on minutes of call at agent level only
- Payment for IVRS calls shall be made for aggregate connect minutes obtained after aggregating duration of individual calls in seconds
- IVRS answered calls that last less than 10 seconds shall not be considered valid calls for payment purposes.

iii. SMS (Outbound):

- Rate per outbound SMS sent will be 3% of the "Per Connect Minute" rate quoted above for handling inbound voice calls.

8 Award of Agreement

8.1 Award Criteria

DOPT will award the Agreement to the successful bidder whose proposal has been determined by the Bid Evaluation Committee as the best value proposal as explained in section 4.6.

8.2 DOPT's Right to Vary Scope of Agreement at the time of Award

DOPT may at any time, by a written order given to the Bidder make changes within the general scope of Agreement.
If any such changes causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any part of the work under the Agreement, whether changed or not by the order, an equitable adjustment shall be made in the Agreement Price or Stipulated Time Schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Purchaser's changed order.

8.3 DOPT's Right to Accept / Reject Proposals

DOPT reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of Agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the reasons for DOPT's action.

8.4 Notification of Award

Prior to the expiration of the validity period, DOPT will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the award of the Agreement. Upon the successful bidder's furnishing of performance bank guarantee, DOPT will proactively notify each unsuccessful bidder. The successful bidder will be required to furnish the performance bank guarantee within fifteen days of signing of Agreement.

8.5 Agreement Finalization and Award

The Bid Evaluation Committee shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid by the Bid Evaluation committee on the basis of Technical and Commercial Evaluation to the proposed RTI Call Centre & Portal Project. If it is unable to finalize the Agreement with the bidder ranked first due to any reason, the Bid Evaluation Committee may proceed to and negotiate with the next ranked bidder, and so on as per General Financial Rules (GFR) until Agreement is signed. DOPT reserves the right to present Agreement to the bidder selected for negotiations. Agreement will be awarded to the responsible, responsive bidder whose proposal conforms to the RFP and is, in the

opinion of the Bid Evaluation Committee, the most advantageous and represents the best value to the proposed project, price and other factors considered.

Evaluations will be based on the proposals, and any additional information requested by the Bid Evaluation Committee.

Proposed project will involve the payment for the Agreement based on not only successful delivery of the solution but also on the success of the project after "Go-live".

8.6 Performance Bank Guarantee

A PBG of Rs. 50 Lakhs (Rupees Fifty Lakhs) would be furnished by the IA in the form of a Bank Guarantee as per Appendix 9 from any of the Scheduled Banks in India. Details of the bank are to be furnished in the commercial offer. The PBG should be furnished within 15 days from the signing of the Agreement and should be valid for the Agreement term period plus 180 days (180 days from end of Agreement term).

8.7 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DOPT may award the Agreement to the next best value bidder or call for new proposals.

9 Appendix 1: Acknowledgement of Receipt of RFP

(Company letterhead)

[Date]

To

Director, Information Rights

Room No. 280, North Block,

Department of Personnel & Training,

New Delhi

Sub: Acknowledgement of the RFP

Dear Sir/Madam,

1. This is to notify you that we have received the complete set of RFP documents in CD form circulated by the DOPT, for the **RTI Call Centre and Portal Project** for DOPT, Ministry of Personnel, Public Grievances and Pensions.

2. The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between the DOPT and our organization.

	Primary Contact	**Secondary Contact**
Name:		
Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

3. We understand that it will be the responsibility of our organization to keep DOPT informed of any changes in this list of authorized persons and we fully understand that DOPT shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to DOPT.

4. Information relating to the examination, clarification and any other processes concerning the RFP and selection shall not be disclosed to any person(s) not officially concerned with such process until the process is over. Undue use of confidential information related to the process by us may result in rejection of our proposal.

Sincerely,

(Signature)

Name and Title

10 Appendix 2: Non-Disclosure Agreement (NDA)

[Company Letterhead]

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, Department of Personnel & Training, (DOPT),Ministry of Personnel, Public Grievances and Pensions, _____, on the one hand, (hereinafter called the "Purchaser") and, on the other hand, [Name of the bidder] (hereinafter called the "Bidder") having its registered office at [Address]

WHEREAS

1. The "Purchaser" has issued a public notice inviting various organizations for provision of services under the DOPT –RTI Call Centre and Portal Project (hereinafter called the "Project") of the Purchaser;
2. The Bidder, having represented to the "Purchaser" that it is interested to bid for the proposed Project,

The Purchaser and the Bidder agree as follows:

1. In connection with the "Project", the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal contained in three volumes. The Request for Proposal contains details and information of the Purchaser operations that are considered confidential.

2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:
    a. Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
    b. Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advice those persons of their obligations hereunder with respect to such Information;
    c. Use the Information only as needed for the purpose of bidding for the Project;
    d. Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and
    e. Undertake to document the number of copies it makes

f. On completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.

3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:

   a. Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or

   b. Is or becomes publicly known through no wrongful act of the Bidder; or

   c. Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.

4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.

5. The Purchaser will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

6. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights in the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Information, and shall reproduce any such mark or notice on all copies of such Information.

7. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.

8. Upon written demand of the Purchaser, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to the Purchaser

forthwith after receipt of notice, and (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.

9. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

10. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE PURCHASER BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

11. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors and assigns.

12. This Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

____(Signature)_____

(Name of the Authorized Signatory)

Date

Address

Location:

11 Appendix3: Format for Statement of Deviation(s) from Scheduled Requirements

S. No. (1)	Reference of RFP Volume Number, Section No. & Pg. No (2)	Deviation in the Proposal (3)	Brief Reasons (4)

Signature of Authorized Signatory

Date:

Company Seal:

12 Appendix 4: Undertaking on Conflict of Interest

(Company letterhead)

[Date]

To

Director, Information Rights
Room No. 280, North Block,
Department of Personnel & Training,
New Delhi

Sir/Madam,

Sub: Undertaking on Conflict of Interest

I/We as Bidder/Consortium do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current, or proposed Agreements, engagements, or affiliations with DOPT.

I/We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold DOPT harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) by DOPT and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorised Signatory

Designation

13 Appendix 5: Proposal Covering Letter

[Date]

To,

Director, Information Rights
Room No. 280, North Block,
Department of Personnel & Training,
New Delhi

Dear Sir/Madam,

Ref: Request for Proposal (RFP) for RTI Call Centre and Portal Project of DOPT, Ministry of Personnel, Public Grievances and Pensions.

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the RTI Call Centre and Portal project of DOPT, Ministry of Personnel, Public Grievances and Pensions.

To meet such requirements and provide such services as required are set out in the RFP:

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake that, if our proposal is accepted, to adhere to the implementation plan (Project schedule for providing Professional Services in Design, Development, Implementation and Maintenance of RTI Call Centre and Portal Solution put forward in RFP (Vol. I) or such adjusted plan as may subsequently be mutually agreed between us and DOPT or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the RFP document issued by a Scheduled Bank in India, acceptable to DOPT, for a sum of Rs. 50 Lakhs (Rupees Fifty Lakhs Only) for the due performance of the Agreement.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this response to RFP for a period of SIX MONTHS from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal Agreement is prepared and executed, this response to RFP, together with your written acceptance thereof in your notification of award, shall constitute a binding Agreement between us and DOPT.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the

DOPT is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the DOPT as to any material fact.

We agree that you are not bound to accept the lowest or any response to RFP you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the response to RFP.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of **2011**

(Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am …… of the ……, and that …… who signed the above Bid is authorized to bind the corporation/Company by authority of its governing body.

Date

(Seal here)

14 Appendix 6: Pre-Qualification Bid Format

Particulars	**Details to be Furnished**		
Details of the Prime Bidder (Company)			
Name			
Address			
Telephone		Fax	
E-mail		Website	
Year of establishment and constitution of organization			
Details of Authorized person			
Name			
Address			
Telephone		Email	
Details of the member of the Consortium-Company/ Organization /Trusts/Society (Please provide information of all the Consortium members separately)			
Name			
Address			
Telephone		Fax	
E-mail		Website	

Details of Authorized person of the Consortium			
Name			
Address			
Telephone		Email	
Year of establishment and constitution of organization			

Details of Specific Responsibilities of each of the Consortium members (applicable in case of Consortium)	
Name of Prime Bidder or member Company (in case of Consortium)	Specific responsibilities of each member (incl. Prime Bidder) in the scope of implementation of project

Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1. The Bidder (if it is Single Bidder) must be a company registered under Indian Companies Act 1956 or the Partnership Act 1932. In case of a consortium, all consortium members must be registered under Indian Companies Act 1956 or the Partnership Act 1932 or Indian Trusts Act or Societies Registration Act.	• Certificate of Incorporation Relevant certificates in case of Trust and Societies		
2. The Prime Bidder should have been in operation for at least five years as of	• Certificate of Incorporation		

31st March 2012 providing BPO/Call Centre/ITeS related services.	Certificate of Commencement of Business issued by the Registrar of Companies		
3. The Bidder (single) / Prime Bidder in case of consortium should have had an average annual turnover of at least Rs. 30 Crores during the last 3 financial years ending 31st March 2012 from BPO/Call Centre/ITeS related operations.	Audited financial statements for the last 2 financial years. Provisional audited statement for year 2010-11 declared by requisite authority.		
4. The Bidder (single) / Prime Bidder in case of consortium should have Call Centre in National Capital Region (NCR)	List of Call Centre in NCR		
5. The Bidder (single) / Prime Bidder in case of consortium should have net worth of at least Rs. 5 Crores as on 31st March 2012.	Provisional audited statement for year 2010-11 declared by requisite authority.		
6. Bidder (single) / each member of the Consortium should not be blacklisted/terminated by any Central Government organization / agency for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices	Undertaking from the authorized signatory		
7. Prime Bidder must be a profit making company in at least two of the last three financial years ending 31st March 2012.	Audited financial statements for the last 3 financial years		
8. Prime Bidder shall have at least 200 operational call Centre seats owned at one location by the company in India.	Undertaking from the authorized signatory		
9. Prime Bidder to provide	Undertaking from the		

list of client's along with contact details (name, address, telephone, email) mentioning number of seats for each clients.	authorized signatory		
10. Prime Bidder to provide list of Call Centre locations in India mentioning the seats	Undertaking from the authorized signatory		
11. Prime Bidder must have at least 250 full-time call Centre agents on its payroll as on 31st March 2012	Undertaking from the authorized signatory		
12. The Bidder shall have proven Experience in call Centre Software development/customizatio n /implementation	Copy of work order or client certificates along with value of contract		

15 Appendix 7 – Technical Bid Format

1. Bidder Profile

1. Company Name (including Holding Company or Parent Company (if any)
2. Date of Incorporation and years in Business
3. Company's Head Office/Registered Office and addresses Call person(s): Phone Fax E-mail Website
4. Ownership and Management details of the company
5. Net worth of the bidder
6. Turnover from domestic calls Turnover from International calls
7. Current and planned operational locations
8. Number of years of proven experience in the areas of providing call Centre services
9. Sectors in which the company has provided/been providing inbound call Centre services
10. Indian languages in which the company has provided been providing inbound call Centre services and capability in Indian regional languages
11. Number of full time personnel currently under employment with reference to Call Centre
12. Any accreditation/certification/rating from an internationally reputed third party agency
13. Any pending or past litigation (in last 3 years)? If yes please give details
14. Number of Locations of Call Centre in the Country with seats

Bidder's Experience

15. Provide bidder's experience in various domains, wide range and variety calls being handled by the bidder in these domains. Include 3 case studies supporting this experience.
16. Provide size of 5 top clients with citations and client satisfaction certificate.

17. Provide bidder's experience in implementing Portal and Call Centre together with citation and client certificate
18. Provide bidder's experience of having handled e-governance (for Government/PSUs) projects providing inbound Call Centre services supported by two case studies
19. Provide bidder's experience of having provided call Centre services in Hindi and other regional languages supported by a case study.
20. Provide bidder's experience of having implemented similar projects involving multi-channel (voice and web) services supported by two case studies
21. Provide bidders' experience in ramp-up of call center capacity and timeframe required for setting up for new client. Provide Client Satisfaction Report.
22. Provide bidder's experience in proposed technology for portal in response to the RFP. Provide two case studies of having implemented projects using the proposed technology
23. Provide bidder's experience in providing IT Infrastructure and hosting services for applications at DC and DR. In case the bidder does not own a Data Centre and bidder was responsible for hosting the application in a third party Data Centre that experience can be mentioned.
24. Provide experience of bidder in training the end users on using the applications developed by the bidder

Proposed Technical Solution Details

Call Centre:

25. Bidders should describe the technical solution for the call Centre in this section clearly articulating the extent of compliance to the functional and technical requirements provided in volume-I of this RFP
26. Solution should have following details at the minimum: • Technical design and its advantages to the project including various components with their make and model details • Scalability of the solution • Solution consideration for manageability (change management, problem management, asset management, configuration management, systems administration) and availability (platform reliability, stability) • Solution consideration for Security

27. IT Infrastructure details of the call Centre facility
28. Physical Infrastructure details of the call Centre facility
29. Bill of material of all the components with specifications excluding cost for call Centre

Portal Solution:

30. Application Architecture along with software platform technology details. Advantages of proposed architecture
31. Scalability, manageability, security considerations of the design
32. Integration details with Call Centre software
33. IT infrastructure details for the portal
34. Proposed tools for software development and maintenance
35. Bill of material of all the components with specifications excluding cost for portal

Approach and Methodology

36. Approach and methodology for setting up of call Centre
37. Approach and methodology for portal development
38. Project Plan
39. SL monitoring and reporting procedure and tools used for the same
40. Project management and Governance structure
41. Quality Management process
42. Approach for continuous improvement of services and productivity improvement
43. Operation and Maintenance approach
44. Knowledge management process
45. Approach for training requirements of Government department personnel on portal usage

Proposed Project Team

46. Selection, training and retaining process of call Centre agents

47. Level of skills & relevance of experience of

i. Project Management Team
ii. Call Centre Team
iii. Portal Design and Development Team
iv. Operation and Maintenance Team
v. Subject Matter Expert (s)

b. Certification relevant to the role described
c. Professional Qualifications of proposed resources
d. Relevant certification of proposed resources
e. Profiles of resources proposed for the project must be provided in the below format

Format for the Profiles of Project Team (Please fill it separately for all the team members)	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any)	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	

The names of customers (Please provide the relevant names)	

Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)
 	
Prior Professional Experience covering:
 	
• Organizations worked for in the past
  ○ Organization name
  ○ Duration and dates of entry and exit
  ○ Designation
  ○ Location(s)
  ○ Key responsibilities
• Prior project experience
  ○ Project name
  ○ Client
  ○ Key project features in brief
  ○ Location of the project
  ○ Designation
  ○ Role
  ○ Responsibilities and activities
  ○ Duration of the project
 	
Please provide only relevant projects.	

Proficient in languages	
Any experience related to RTI/Government/PSU	

16 Appendix 8: Commercial Bid Format

Following is the Commercial Bid table for Bidders to quote the commercials under this Project:

Pricing Component	Pricing Metric	Unit Rate (INR) (upto 2 decimals place)	Unit Rate in Words (upto to 2 decimals place)
Charges for handling inbound call by Agents	Per Connect Minute	$\mathbf{F_b}$	

Note:

i. Per Connect Minute Charges shall be inclusive of all the all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out under this Project. Service Tax, if any applicable, shall be payable extra, at actuals by the DOPT in accordance with the conditions of this Contract and upon submission of proof of payment of such taxes.

Commercial Bid price ($\mathbf{F_b}$)of the bidder is calculated as below $\mathbf{F_b}$ = **Per Connect Minute Charges**

17 Appendix 9: Performance Bank Guarantee

[Date]

To,

Director, Information Rights
North Block,
Department of Personnel & Training,
Ministry of Personnel, Public Grievances and Pensions
New Delhi

Dear Sir,

PERFORMANCE BANK GUARANTEE – **RTI Call Centre and Portal project for Department of Personnel & Training, New Delhi**

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a Agreement dated …….. (Herein after, referred to as "Agreement") with you (Department of Personnel and Training, Ministry of Personnel, Public Grievances and Pensions, GoI) for Design, Development, Implementation and Maintenance of proposed RTI Call Centre and Portal project for DOPT.

We are aware of the fact that as per the terms of the Agreement, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount Rs. 50 Lakhs(Rupees Fifty Lakhs Only) and guarantee the due performance by our constituent as per the Agreement and/or the RFP documents and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said Agreement by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, for other good and valuable consideration the receipt and sufficiency of which is acknowledged we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

We, for the purpose hereof unconditionally and irrevocably undertake to pay to you without any demur, reservation, caveat, protest or recourse; immediately on receipt of first written demand from you, a sum or sums (by way of one or more claims) without you needing to

prove or to show to us grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between you and our constituent in respect of the performance of the Agreement or breach of the RFP documents or moneys payable by our constituent to you or any matter whatsoever. We hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs.50 Lakhs (Rupees Fifty Lakhs only)

Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default(s) / breach (es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, will be valid, binding and conclusive on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. We hereby waive the necessity for you from demanding the aforesaid amount or any part thereof from our constituent and also waive any right that we may have of first requiring you to pursue its legal remedies against our constituent, before presenting any written demand to us for payment under this Bank Guarantee.

This Performance Bank Guarantee shall continue and hold good till 180 days after the completion of the Agreement period ("Validity Period").

We bind ourselves to pay the above said amount at any point of time commencing from the date of this Performance Bank Guarantee until the Validity Period. This Bank Guarantee shall be in addition to and not in substitution or in derogation of any other security held by you to secure the performance of the obligations of our constituent under the Agreement.

We further agree that the termination of the said Agreement virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against DOPT.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Agreement is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as detailed herein and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

This Guarantee shall be a continuing bank guarantee. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs.50 Lakhs(Rupees Fifty Lakhs only) and shall continue to exist, subject to the terms and conditions contained herein.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney dated _____ issued in your favour by the bank. .

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed Rs. 50 Lakhs (Rupees Fifty Lakhs only).

This Performance Bank Guarantee shall be valid only up to the completion of the period of Validity Period; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date i.e. End of Validity Period) for the proposed RTI Call Centre and Portal Project in Design, Development, Implementation and Maintenance of the solution for Department of Personnel & Training (DOPT).

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period,

subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India at New Delhi for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated ……. this …….. day ……. **2011**

Yours faithfully,

For and on behalf of the …… Bank,

(Signature)

Designation

(Address of the Bank)

In Presence of

1)

2)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence

Architecting e-Government

National Institute for Smart Government

YSR Bhavan, Financial District,
Nanakramguda, Hyderabad - 500032
Andhra Pradesh, India.
Phone : + 91 40 6654 5352
Fax : + 91 40 6654 5300