



All India Council for Technical Education

(A Statutory Body of Government of India)

Nelson Mandela Marg, Vasant Kunj, New Delhi - 110 067

Notice Inviting Tender

All India Council for Technical Education invites sealed tenders from authorized agency/firm for setting up of "OUTSOURCING OF CALL CENTRE" services for AICTE's Prime Minister's Special Scholarship Scheme (PMSSS). The terms & conditions and the requirement are enclosed. The tender should be of 02 bid system and required to be submitted in two sealed covers each for technical and financial bids. The sealed envelope should be superscribed "BID FOR OUTSOURCING OF CALL CENTRE" and to be addressed to the Deputy Director (RIFD), AICTE, Nelson Mandela Marg, New Delhi – 110067 so as to reach latest by 18.07.2017 by 15:00 hrs. The tenders shall be opened at 16:00 hrs on 18.07.2017. The tender document should also be supported with the following amount/documents:-

1. Earnest Money Deposit of Rs. 40,000/- by D.D to be drawn in favour of "Member Secretary, AICTE".
2. Cost of the tender form (Rs. 1,000/- non-refundable).
3. All other terms & conditions are enclosed with the tender notice.

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION

NIT: 102/BI./MI/AICTE/Call Centre/1017-18 Dated 06.07.2017

TENDER NOTIFICATION FOR

OUTSOURCING OF CALL CENTRE

102/BI./MI/AICTE/Call Centre/1017-18

Due Date for Submission: 18.07.2017, 1500 HRS

All India Council for Technical Education (AICTE)

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SECTION I

Notice Inviting Tender

- 1.1 All India Council for Technical Education invites limited sealed tenders in 2 bid system (Technical& Financial) for “OUTSOURCING OF CALL CENTRE” Services. The bidder must qualify the requirements as specified in clause 1.3 stated below. The sealed envelopes shall be duly superscripted as- “BID FOR OUTSOURCING OF CALL CENTRE”
- 1.01 AICTE invites sealed tenders from eligible Bidders for the above-mentioned Contract.
1. Estimated cost of Contract: Rs8,00,000/-
 2. Earnest money Deposit: Rs. 40,000/-
 3. Cost of Tender form (Non- Refundable): Rs.1000/-
 4. Period of contract: One Year.
 5. Tender documents available for Download 23/06/2017.
 6. Date &time of Submission of Tender: 18/07/2017 till 1500 HRS
 7. Date & time of opening of Tender: 18/07/2017 at 1600 HRS (Opening of technical bid)

The tender document can be downloaded from AICTE website : www.aicte-india.org the tender documents & detail terms and conditions can be downloaded from the website www.aicte-india.org. Separate Demand Draft should be submitted as tender fee with the documents.

1.2 POINTS TO BE NOTED

- 1.2.1 Contracts envisaged under this contract are required to be executed in all respects up to the period of completion mentioned above.
- 1.2.2 Only those agencies, who fulfill the qualifying criteria as mentioned in clause 1.3, should submit the tender documents.
- 1.2.3 Tender document consists of the following:
 - a. Request for quotation/ Notice Inviting Tender
 - b. Instructions to Bidders
 - c. Commercial Terms & conditions
 - d. Scope of Tender & specifications
 - e. Bill of Quantities/ Price Format

1.2.4 The Tender shall be governed by the documents listed in sub - Para 1.2.3 above.

1.2.5 AICTE reserves the right to accept/reject any or all Tenders without assigning any reason thereof and alter the amount and quantity mentioned in the Tender documents at the time of placing purchase/ Contract orders. Tender will be summarily rejected if:

- (i) Earnest Money Deposit (EMD) of value INR 40,000/- is not deposited in shape of Bank Draft/Pay Order/Banker's Cheque/BG drawn in favor of Member Secretary, AICTE , payable at Delhi.
- (ii) The offer does not contain "FOR NEW DELHI" price indicating break-up towards all taxes, duties & freight.
- (iii) Complete Technical details are not enclosed.
- (iv) Tender will be received after due date and time.

1.3 Qualification Criteria:-

The prospective bidder must qualify all of the following requirements to be eligible to participate in the bidding. Bidders who meet following requirements will be considered as successful bidder and management has a right to disqualify those bidders who do not meet these requirements.

- Bidder should have a dedicated telephone line with atleast five extensions
- Bidder should have an average turnover of Rs. 5 Crore over the last three consecutive financial years.
- Bidder must have three years experience with knowledge and exposure w.r.t services rendered to call center to the reputed organization with one single order with value minimum of Rs.25Lakhs. Order copy shall be submitted in this regard. **The satisfactory completion of work certificate and performance certificate may be attached of the Govt. department.**
- Bidder should have valid Registration No. of Sales Tax/VAT/Service Tax, whichever is Applicable;
- Bidder should have PAN No & should fulfill all statutory compliances like PF, ESI registration
- An undertaking (self certificate) that the bidder has not been blacklisted/debarred by any central/state government institution including electricity boards. The bidder should also confirm and an undertaking (self certified) to be submitted that there is no pending litigation with government on account of executing similar order.
- COUNCIL reserves the right to carry out capability assessment of the Bidders and COUNCIL's decision shall be final in this regard without assigning the reasons thereof and preference will be given to the Bidders who have worked with utility companies.
- The bidder should be certification of ISO 9001 and ISO 27001 standards for its operations.

The bidder shall submit all necessary documentary evidence to establish that the Bidder meets the above qualifying requirements.

Also, the Bidder shall furnish the following commercial & technical information along with the tender:

- Latest balance sheet & Audited accounts by registered CA.
- Details of constitution of the Organization (Proprietary/ Limited. Along with details).
- Turnover certificate issued by C.A for the last three Financial Years.
- No of Employees (Technical and Commercial) detail.
- Performance Certificate from the Vendors with major order.
- PRI and Leased Lines proof.
- Premises Detail.
- Valid Registration no. of Sales Tax / Vat / Service tax.(should enclose copy of PAN, PE & ESI Registration certificates).

1.4 Bidding and Award Process: -

Bidders are requested to submit their offer strictly in line with this tender document. NO DEVIATION IS ACCEPTABLE. AICTE shall response to the clarifications raised by various bidders and the same will be distributed to all participating bidders through website.

1.4.1 BID SUBMISSION: The bidders are required to submit the bid in 2(two) parts and submit in original to the following address Director (Admn) AICTE, Nelson Mandela Marg, New Delhi – 110067

A: TECHNICAL BID comprising of following:

- Physical infrastructure that is details of office premises, communication network such as telephone connection, internet connection etc.
- Details of telephone operator/call center operator presently working in the center.
- EMD of requisite amount
- Non-refundable separate demand draft for Rs. 1000/-
- Documentary evidence in support of qualifying criteria
- Technical Literature if any.
- Any other relevant document
- Acceptance to Commercial Terms and Conditions viz Payment terms, BG etc

PART B: FINANCIAL BID comprising of

Prices strictly in the Format enclosed in SECTION IV

This is a two part bid process. Bidders are to submit the bids in 2(two) parts

Both these parts should be furnished in separate sealed covers super scribing NIT no. DUE DATE OF SUBMISSION, with particulars as PART-A TECHNICAL BID & COMMERCIAL TERMS & CONDITIONS and Part-B FINANCIAL BID and these sealed envelopes should again be placed in another sealed envelope which should be scribed with –“Tender Notice No.& Due date of opening“. The same shall be submitted before the due date & time specified.

Part – A :: Technical Bid should not contain any cost information whatsoever and shall be submitted within the due date as mentioned in clause 1.01. After technical evaluation, the list of qualified tenders will be posted immediately on AICTE website.

PART B :: This envelope will be opened after technical evaluation and only of the qualified bidders and the date of opening of the same shall be intimated in due course of time.

Notwithstanding anything stated above, the COUNCIL reserves the right to assess bidders' capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the COUNCIL. In this regard the decision of the COUNCIL is final.

1.4.2 Award Decision

- a) COUNCIL intends to award the business on a lowest bid basis, so contractors are encouraged to submit the bid competitively. The decision to place order/LOI solely depends on COUNCIL on the cost competitiveness across multiple lots, quality, delivery and bidder's capacity, in addition to other factors that COUNCIL may deem relevant.
- b) The COUNCIL reserves all the rights to award the contract to one or more bidders so as to meet the delivery requirement or nullify the award decision without any reason.
- c) In case any contractor is found unsatisfactory during the execution process, the award will be cancelled and AICTE reserves the right to award other contractors who are found fit.

1.4.3 Market Integrity

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserves the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the marketplace rules or engage in behavior that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honor prices submitted to the market place.
- Breach of the terms of the published in Request for Quotation/NIT.

1.4.4 Confidentiality

All information contained in this RFQ is confidential and may not be disclosed, published or advertised in any manner without written authorization from AICTE. This includes all bidding information submitted.

All RFQ documents remain the property of AICTE and all bidders are required to return these documents to AICTE upon request.

Bidders who do not honor these confidentiality provisions will be excluded from participating in future bidding events.

1.5 Contact Information

ADDRESS	Dy. Director (RIFD), AICTE JNU Campus, Nelson Mandela Marg, New Delhi - 110067
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SECTION – II

INSTRUCTION TO BIDDERS

A. GENERAL

1.0 AICTE hereinafter referred to as “Outsourcing of call centre in AICTE”. The COUNCIL has now floated tender for Outsourcing of Call Centre in AICTE as notified earlier in this bid document

2.0 SCOPE OF CONTRACT

The scope shall describe below:

1	Service (Operational Attributes)	Requirement
	Inbound Call Handling	Operational Time Window Should work 9:00 to 17:30hrs on six days week basis except Gazette holidays
	Multi Lingual Support Professional	Hindi, English Note : Call should be routed to a CSR as per language option chosen by customer in IVR
	Cross Functional	Service Provider can decide how many cross trained CSR is required for the process based on the call volumes Dimensioning should be based on absolute number of such calls. But AICTE needs to know monthly what is the planning and the actual number and details of cross trained CSR in the process. Number, Names, Login IDs needs to report monthly.
	Audits to be conducted	Audits to be conducted Call Audit (Call Handling, Account Action, Process & Product Knowledge) Any other significant parameter category can be added
	Dedicated Audit Team	Dedicated Audit Team
	Audit Targets	As per process Requirement.(Mutual Agreement)
	Differentiated Service Desk	A subset (A) of the floor strength. (Assistant TL + Tenured CSR) Approximately 1000 customers are tagged in system as VVIP & Premium Customer. Their registered Ph Nos. needs to be “hard coded” in system as well as a facility will be provided to them so as to jump the queue by dialing a special code while in IVR. Calls generating from either the registered number or which did a “queue jump” needs to be routed to this group (A). Daily tracking and MIS will be

		required so as to identify how many such routing happened and how many could not be actually handled by this GROUP. (Exception) Note: There might be situations where all members of the defined group are busy on calls while we have a Pr/VIP customer landing in system. System doesn't need to wait and place the call in wait queue rather route the call to who so ever available. This specific situation defines the "Exception" mentioned above
	Call Record Facility	Screen capture for billing calls if possible Plz indicate % calls recorded and retention period.
	Internal Escalation process	Internal Escalation Process: CSR - Assistant TL - TL - Ops Manager Team Leader needs to take up customer escalation or a call back is promised, if he/she is not available real-time. Internal Escalation Process needs to be documented and provided with "Contact Center Solution" document as a response to RFP
	Inbound Call Volume	Peak volume Inbound is 300 daily averages (ball park) from Apr/May through Sept & 1,000 (ball park) from Oct through March. Peak on a given day can have 500 calls during registration period
	MIS	<ol style="list-style-type: none"> 1. Daily Call Report 2. Daily IVR Usage Report 3. Weekly / Monthly Inbound & Outbound Dashboard 4. Monthly Audit MIS 5. Interval wise report for days where Core Business Metrics are not met. 6. Ramp Plan and deployment confirmation. 7. Invoice supporting (Logging Hrsetc) 8. Monthly cross trained strength and CSR list
	Solution Overview	
		Response to RFP should indicate that vendor will own up the following.
	Outsourced vendor should provide	
	Hardware/software	
	Telecommunications infrastructure	
	Recruitment	
	Training	

	Training Development of the necessary software/knowledge database	
	Outsourced vendor should provide : Real-time access to key performance indicators	
	Implementation	

3.0 DISCLAIMER

- 3.01 This Document includes statements, which reflect various assumptions, which may or may not be correct. Each Bidder/Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest
- 3.02 Neither COUNCIL nor its employees will have any liability whatsoever to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of COUNCIL or its employees, or otherwise a rising in anyway from the selection process for the Contract.
- 3.03 Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
- 3.04 This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

4 COST OF BIDDING

The Bidder shall bear all cost associated with the preparation and submission of its Bid and the COUNCIL will in no case be responsible or liable for those costs.

5. BIDDING DOCUMENTS

5.01 The Scope of Contract, Bidding Procedures and Contract Terms are described in the Bidding Documents. In addition to the covering letter the Bidding Documents include:

- SECTION – I: REQUEST FOR QUOTATION
- SECTION – II: INSTRUCTIONS TO BIDDER
- SECTION – III: TERMS AND CONDITION
- SECTION – IV: BILL OF QUANTITY/PRICE FORMAT

SECTION – V: BID FORM

SECTION – VI: FORMAT FOR EMD BANK GUARANTEE

SECTION – VII: CHECK LIST

5.02 The Bidder is expected to examine the Bidding Documents, including all Instructions, Forms, Terms and Specifications. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will may result in the rejection of the Bid.

6.0 AMENDMENT OF BIDDING DOCUMENTS

6.01 At any time prior to the deadline for submission of Bids, the COUNCIL may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment.

6.02 The Amendment shall be part of the Bidding Documents, pursuant to Clause 5.01, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them.

6.03 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, the COUNCIL may, at its discretion, extend the deadline for the submission of Bids.

7.0 PREPARATION OF BIDS

7.0 LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the COUNCIL, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

8.0 DOCUMENTS COMPRISING THE BID

The Bid prepared and submitted by the Bidder shall comprise the following components:

- (a) Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets completed in accordance with Technical Specification.
- (b) All the Bids must be accompanied with the required EMD as mentioned in the Section-I against each tender.

9.0 BID FORM

9.01 The Bidder shall submit “Original” Bid Form and the appropriate Price Schedules and technical specifications enclosed with the Bidding Documents.

9.02 EMD Pursuant to Clause 8.0(b) above, the bidder shall furnish, as part of its bid, a EMD of requisite amount as already specified in the Section-I. The EMD is required to protect the COUNCIL against the risk of Bidder's conduct which would warrant forfeiture. The EMD shall be denominated in any of the following form:

- (a) Demand Draft/Pay Order drawn in favor of Member Secretary, AICTE, payable at Delhi.
- (b) Fixed Deposit Receipts (FDR) from a scheduled bank in favor of Member Secretary, AICTE valid for 6(six) months after last date of receipt of tenders Earnest money given by all the bidders except the lower bidder shall be refunded within 4 (four) weeks from the date of opening of price bid. The amount of EMD by the lowest bidder shall be adjustable in the security bank guarantee

The EMD may be forfeited in case of:

- (a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form or
- (b) In the case of a successful Bidder, if the Bidder does not
 - (i) Accept the Purchase Order, or
 - (ii) Furnish the required performance security BG.

10.0 BID PRICES

10.01 Bidders shall quote for the entire Scope of Contract with prices for individual items. The tenderer is required, at his expense, to obtain all the information he may require to enable him to submit his tender. Prices quoted by the Bidder shall be "Firm" and not subject to any price adjustment during the performance of the Contract. A Bid submitted with an adjustable price/PVC will be treated as non - responsive and rejected.

11.0 BID CURRENCIES

Prices shall be quoted in Indian Rupees Only.

12.0 PERIOD OF VALIDITY OF BIDS

12.01 Bids shall remain valid & open for acceptance for a period of 120 days from the date of opening of the Bid.

12.02 Notwithstanding Clause 12.01 above, the COUNCIL may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing and sent by Fax/post/courier

13.0 ALTERNATIVE BIDS

Bidders shall submit Bids, which comply with the Bidding Documents. Alternative Bids will not be considered. The attention of Bidders is drawn to the provisions regarding the rejection of Bids in the

terms and conditions, which are not substantially responsive to the requirements of the Bidding Documents.

14.0 FORMAT AND SIGNING OF BID

- 14.01 The original Bid Form and documents (as specified in Clause 9.0), clearly marked "Original Bid", must be received by the COUNCIL at the date, time and place specified pursuant to Clauses 15.0 and 16.0.
- 14.02 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. Such authorization shall be indicated by written Power-of-Attorney.
- 14.03 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 Bid.

D. SUBMISSION OF BIDS

15.0 SEALING AND MARKING OF BIDS

- 15.01 Bid submission: One original (hard copies) of all the Bid Documents shall be sealed and submitted to the COUNCIL before the closing time for submission of the bid.
- 15.02 The Technical Documents and the EMD shall be enclosed in a sealed envelope and the said envelope shall be superscribed with — Technical Bid & Commercial Terms & Conditions “. The price bid shall be inside another sealed envelope with superscribed—“Financial Bid “. Both these envelopes shall be sealed inside another big envelope. All the envelopes should bear the Name and Address of the Bidder and marking for the Original. The envelopes should be superscribed with —“Tender Notice No.& Due date of opening“.
- 15.03 The Bidder has the option of sending the Bids in person. Bids submitted by Email/Telex/Telegram /Fax will be rejected. No request from any Bidder to the COUNCIL to collect the proposals from Courier/Airlines/Cargo Agents etc shall be entertained by the COUNCIL.

16.0 DEADLINE FOR SUBMISSION OF BIDS

- 16.01 The original Bid must be timely received by the COUNCIL at the address specified in Section-I
- 16.02 The COUNCIL may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Clause 9.0, in which case all rights and obligations of the COUNCIL and Bidders previously subject to the deadline will there after be subject to the deadline as extended

17.0 ONE BID PER BIDDER

Each Bidder shall submit only one Bid by itself. No Joint Venture is acceptable. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

18.0 LATE BIDS

Any Bid received by the COUNCIL after the deadline for submission of Bids prescribed by the COUNCIL, pursuant to Clause 16.0, will be declared "Late" and rejected and returned unopened to the Bidder.

19.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

19.01 The Bidder is not allowed to modify or withdraw its Bid after the Bid's submission.

E. EVALUATION OF BID

20.0 PRELIMINARY EXAMINATION OF BIDS / RESPONSIVENESS

20.01 COUNCIL will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

20.02 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price per item that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price per item will be corrected. If there is a discrepancy between the Total Amount and the sum of the total price per item, the sum of the total price per item shall prevail and the Total Amount will be corrected.

20.03 Prior to the detailed evaluation, COUNCIL will determine the substantial responsiveness of each Bid to the Bidding Documents including production capability and acceptable quality of the Goods offered. A substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents without deviation.

20.04 Bid determined as not substantially responsive will be rejected by the COUNCIL and/or the COUNCIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21.0 EVALUATION AND COMPARISON OF BIDS

21.01 The evaluation of Bids shall be done based on the delivered cost competitiveness basis.

21.02 The evaluation of the Bids shall be a stage-wise procedure. The following stages are identified for evaluation purposes: In the first stage, Technical Bid and the Subsequently, the Financial Bid along with Supplementary Financial Proposals, if any, of Bidders with Techno-commercially Acceptable Bids shall be considered for final evaluation.

Bidders shall base their Bid price on the terms and conditions specified in the Bidding Documents.

F. AWARD OF CONTRACT

22.0 CONTACTING THE COUNCIL

22.01 From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the COUNCIL on any matter related to the Bid, it should do so in writing.

22.02 Any effort by a Bidder to influence the COUNCIL and/or in the COUNCIL's decisions in respect of Bid evaluation, Bid comparison or Contract Award, will result in the rejection of the Bidder's Bid.

23.0 THE COUNCIL 'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The COUNCIL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at anytime prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the COUNCIL's action.

24.0 AWARD OF CONTRACT

The COUNCIL will award the Contract to the successful Bidder whose Bid has been Determined to be the lowest-evaluated responsive Bid, provided further that the Bidder has been determined to be qualified to satisfactorily perform the Contract.

25.0 THE COUNCIL 'S RIGHT TO VARY QUANTITIES

The COUNCIL reserves the right to vary the quantity i.e. increase or decrease the numbers/quantities at Man power without any change in terms and conditions during the execution of the Order.

26.0 LETTER OF INTENT/ NOTIFICATION OF AWARD

The letter of intent/ Notification of Award shall be issued to the successful Bidder whose bids have been considered responsive, techno-commercially acceptable and evaluated to be the lowest (L1). The successful Bidder shall be required to furnish a letter of acceptance with in 7 days of issue of the letter of intent /Notification of Award by COUNCIL.

27.0 CORRUPT OR FRADULENT PRACTICES

27.01 The COUNCIL requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, the COUNCIL:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows: "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and "Fraudulent practice" means a misrepresentation of facts in order to influence a award process or the

execution of a contract to the detriment of the COUNCIL, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non -competitive levels and to deprive the COUNCIL of the benefits of free and open competition.

- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question ;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

27.02 Furthermore, Bidders shall be aware of the provision stated in the Terms and Conditions of Contract.

SECTION – III

TERMS AND CONDITIONS

1.0 General Instructions:

- 1.01 All the Bids shall be prepared and submitted in accordance with these instructions.
- 1.02 Bidder shall bear all costs associated with the preparation and delivery of its Bid, and the COUNCIL will in no case shall be responsible or liable for these costs.
- 1.03 The Bid should be submitted by the Bidder in whose name the bid document has been issued and under no circumstances it shall be transferred/ sold to the other party.
- 1.04 The COUNCIL reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of the COUNCIL; the data in support of RFQ requirement is incomplete.
- 1.05 The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid. However, the COUNCIL's decision in regard to the responsiveness and rejection of bids shall be final and binding without any obligation, financial or otherwise, on the COUNCIL.

2.0 COMMERCIAL TERMS & CONDITIONS:

1. Definition: The following terms & expressions as used in this Contract order shall have the meaning defined and interpreted here under:
 - 1.1. COUNCIL: The terms "COUNCIL" shall mean All India Council for Technical Education having its office at JNU Campus, Nelson Mandela Marg, New Delhi-110067 and shall included its authorized representatives, agents, successors and assigns.
 - 1.2 Contractor: contractor shall mean the successful Tenderer / vendor to whom the contract has been awarded
 - 1.3 Rate: The unit rates for the Contract to be carried out at site shall be as per finalized unit rates through tender. The Invoice of the Contractor will be processed as per the actual Contract done and the quantities of each items performed by the Contractor as per the site requirement to be certified by Officer In-charge. The finalized rates shall be firm for the entire duration of Contract to be carried out by the Contractor under the Contract order and are not subject to escalation for any reason whatsoever.
 - 1.4 Contract Order Specification: The terms "Contract order Specification" shall mean the Technical specification of the Contract as agreed by you and description of Contract as

detailed in ANNEXURE enclosed and all such particulars mentioned directly/referred to or implied as such in the Contract order.

- 1.5 Site: The terms "Site" shall mean the Contracting location mentioned in the Contract order. For this Contract order contracting location is in Central circle.

2. OFFICER-IN-CHARGE:

The term "Officer In-Charge" shall mean the COUNCIL's nominated representative for the purpose of carrying out the Contract. For this Contract Officer In-Charge will be Head, Call Centre.

3. EXAMINATION OF SITE AND LOCAL CONDITIONS:

The contractor is deemed to have visited all the sites comes under AICTE licensed area under the Contract order and ascertained therefore all site conditions and information pertaining to his Contract. The COUNCIL shall not accept any claim whatsoever arising out of the difficulties at site/terrain/local conditions, if any.

4. LANGUAGE AND MEASUREMENT: The Contract order issued to the contractor by the COUNCIL and all correspondence and documents relating to the Contract order placed on the Contractor shall be written in English language. Metric System shall be followed for all dimension, units etc.

5.0 VALUE OF THE CONTRACT ORDER:

Value of Contract order will be contracted out on the basis of finalized rates

6.0 TAX & DUTIES:

Prices will be inclusive of all taxes and duties i/c cess (Except Service Tax). However, IT / VAT as per applicable rate will be deducted from your bills as Tax Deduction at Source (TDS). Service Tax at actual shall be paid on submission of Service Tax Registration and self declaration on your letter head stating that you have deposited/or will deposit the Tax as per the applicable service tax laws. The total order value shall not be adjusted on account of any upward variations in statutory taxes, duties & levies imposed by competent authorities by way of fresh notification(s) within the stipulated completion period or any change in interpretation of law. However, in case of reduction in taxes, duties & levies, the benefits of the same shall be passed on to AICTE.

7.0 PERFORMANCE SECURITY BANK GUARANTEE:

- 7.1 CONTRACTOR shall furnish the Performance Security Bank Guarantee in the prescribed format (Appendix I) within 15 days from the date of issue of Order for due performance of the provisions of Contract Order.
- 7.2 The Performance Security Bank Guarantee shall be of 10% of the total value of order and shall be valid till completion, plus three (3) months towards claim period

- 7.3 The Performance Security Bank Guarantee shall be issued from any nationalized bank as per COUNCIL format.
- 7.4 The COUNCIL shall reserve the right to invoke the bank guarantee unconditionally and without recourse to the Contractor, if there is failure to perform any part of the Contract for whatsoever reason. This clause is pertaining to performance of contractual obligations and the decision of COUNCIL shall be final in this regard.
- 7.5 In the event, in COUNCIL sole judgment, the Contractor has fulfilled all its obligations under this Contract, COUNCIL shall release the security performance bank guarantee without interest, within seven (7) days from the last date up to which the performance bank guarantee is to be kept valid or if it is assessed by the COUNCIL that Contractor has not fulfilled its obligation then the performance bank guarantee shall be extended by the Contractor till that period as requested by the COUNCIL.

8.0) TERMS OF PAYMENT:

100% payment shall be released on submission of bill on quarterly basis. The bill shall be paid within 30 days on receipt of such bills at our office. The contractor shall submit the invoice along with the checklist duly filled in. Invoice shall be processed and payment shall be made to contractor on certification of Officer in Charge for compliance to check point's given in check list. The check list shall be provided by Officer in Charge. The Officer in Charge should obtain ESI, PF challans.

9.0). COMPLETION PERIOD:

The bidder shall mobilize manpower and infrastructure/equipment to be used within 30 days of receipt of Contract and commence the activity as per instructions of Officer in charge. The entire process should be completed within 30 days from the Contract award. The detailed schedule and milestone completion dates would be as per the contract schedules given from time to time by Officer in charge at site. The period of contract will be of one year.

10. SECURITY:

The contractor shall adequate safety/fire safety standards as per norms.

11.0) STATUTORY OBLIGATIONS:

The Contractor shall take all steps as may be necessary to comply with the various applicable laws/rules including the provisions of contract labor (Regulation & Abolition Act) 1970 as amended, Minimum wages Act, 1984, Contract man Compensation Act, ESI Act, PF Act, Bonus Act and all other applicable laws and rules framed there under including any statutory approval required from the Central/State Governments. Broadly, the compliance shall be as detailed in ANNEXURE I enclosed. Before commencing the Contract it would be mandatory for the Contractor to furnish the COUNCIL the permanent PF code no and ESI of the employees.

12.0) INDEMNITY:

- a) Any breach non-observance or non-performance by contractor or its employees or agents of any of the provisions of this Contract Order.
- b) Any act or omission of contractor or its employees or agents.
- c) Any negligence or breach of duty on the part of contractor, its employees or agents including any wrongful use by it or them of any property or goods belonging to or by COUNCIL.

Contractor shall at all times indemnify COUNCIL against all liabilities to other persons, including the employees or agents of COUNCIL or contractor for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Contracts and against all costs charges and expenses that may be occasioned to COUNCIL by the claims of such person.

13.0) EVENTS OF DEFAULTS:

COUNCIL may, without prejudice to any of its other rights or remedies under the Contract Order or in law, terminate the whole or any part of this Contract Order by giving written notice to the Contractor, if in the opinion of COUNCIL, contractor has neglected to proceed with the Contracts with due diligence or commits a breach of any of the provisions of this Contract order including but not limited to any of the following cases:

- a) Failing to complete execution of Contract within the terms specified in this Contract order.
- b) Failing to complete Contracts in accordance with the approved schedule of Contracts.
- c) Failing to comply with any reasonable instructions or orders issued by COUNCIL in connection with the Contracts.
- d) Failing to comply with any of the terms or conditions of this Contract order. In the event COUNCIL terminates this Contract order, in whole or in part, on the occurrence of any event of default, COUNCIL reserves the right to engage any other subcontractor or agency to complete the Contract or any part thereof, and in addition to any other right COUNCIL may have under this Contract order or in law including without limitation the right to penalize for delay under clause 15.0 of this Contract order, the contractor shall be liable to COUNCIL for any additional costs that may be incurred by COUNCIL for the execution of the Contract.

14.0) RISK & COST:

If the Contractor of fails to execute the Contract as per specification / as per the direction of Officer's In-change within the scheduled period and even after the extended period,

the contract shall get cancel and COUNCIL reserves the right to get the Contract executed from any other source at the Risk & Cost of the Contractor. The Extra Expenditure so incurred shall be debited to the Contractor.

15.0) ARBITRATION:

To the best of their ability, the parties hereto shall endeavor to resolve amicably between themselves all disputes arising in connection with this Contract order. If the same remain unresolved within thirty (30) days of the matter being raised by either party, either party may refer the dispute for settlement by arbitration. The arbitration to be undertaken by two arbitrators, one each to be appointed by either party.

The arbitrators appointed by both the parties shall mutually nominate a person to act as umpire before entering upon the reference in the event of a difference between the two arbitrators and the award of the said umpire in such a contingency shall be final and binding upon the parties. The arbitration proceeding shall be conducted in accordance with this provisions of the Indian Arbitration & Conciliation Act, 1996 and the venue of such arbitration shall be city of New Delhi only.

16.0) FORCE MAJEURE:

The conditions of Force Majeure shall means the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one months due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order. If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to the COUNCIL for any damages, losses or liabilities as result thereof.

17.0) SECRECY CLAUSE:

The technical information, drawing and other related documents forming part of order and the information obtained during the course of investigation under this order shall be the COUNCIL's exclusive property and shall not be used for any other purpose except for the execution of the order. The technical information drawing, records and other document shall not be copied, transferred, or divulged and/or disclosed to third party in full/part, not misused in any form whatsoever except to the extent for the execution of this order. These technical information, drawing and other related documents shall be returned to the COUNCIL with all approved copies and duplicates including drawing/plans as are prepared by the Contactor during the executions of this order, if any, immediately after they have been used for agreed

purpose. In the event of any breach of this provision, the contractor shall indemnify the COUNCIL against any loss, cost or damage or claim by any party in respect of such breach.

18.0) ACCEPTANCE:

Acceptance of this order implies and includes acceptance of all terms and conditions enumerated in this Contract order in the technical specification and drawings made available to you consisting of general conditions, detailed scope of Contract, detailed technical specification & detailed equipment, drawing. Complete scope of Contract and the Contractor's and COUNCIL's contractual obligation are strictly limited to the terms set out in the order. No amendments to the concluded order shall be binding unless agreed to in writing for such amendment by both the parties.

ANNEXURE I

The Contractor should obtain and must submit the following to Officer-In-Charge before commencement of Contract and these shall renewed from time to time:

- a) PF Code No. and all employees to have PF A/c No. under PF every Act, 1952.
- b) All employees to have a temporary or permanent ESI Card as per ESI Act.
- c) ESI Registration No.
- d) Sales Tax registration number, if applicable.
- e) PAN No.
- f) Contract Tax Registration Number/ VAT Registration.
- g) The Contractor must follow:
- h) To follow Minimum Wages Act prevailing in the state.
- i) Salary / Wages to be distributed not later than 7th of each month.
- j) To maintain Wage- cum - Attendance Register. d) To maintain First Aid Box at Site.
- k) Latest P.F. and E.S.I. challans pertaining to the period in which Contract was undertaken along with a certificate mentioning that P.F. and E.S.I. applicable to all the employees has been deducted and deposited with the Authorities within the time limits specified under the respective Acts.

Annexure – II

PRIME MINISTER'S SPECIAL SCHOLARSHIP SCHEME

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION, NEW DELHI

REQUIREMENTS OF SERVICES DESIRED FROM THE CALL CENTRE

Scope of Work / Facilities to be provided of running Call Centre for AICTE PMSSS Scheme

The scope of services of the Agency for Centralized Call Centre is broadly described below:-

- a) The Agency has to provide call centre services for receiving and making calls for supporting AICTE's PMSSS programme.
- b) The call centre should be capable of supporting English and Hindi Language skills.
- c) Staffing required will be 3 to 4 call centre agents with fluent English and Hindi skills.
- d) Coverage of call centre will be from Monday to Saturday: 9:00 - 17:30hrs.
- e) No Coverage will be required on Sundays and AICTE approved holidays.
- f) Call centre should be capable of making outbound calls / voice message blasts to students and receive call to answer / resolve queries of students. AICTE will provide requisite information for satisfactory reply of student's query.
- g) Call centre should allocate appropriate number of telephone channels to maintain 1:3 ratio of agents to voice channel ratio. Example if 4 agents are working then 12 voice channels should be available for calling. Maintain call service levels are achieved.
- h) Call recording of all calls for a period of 60 days should be maintained and transferred to AICTE provided storage location before deletion.
- i) Call centre should be up and running the time with 99.9% availability within operating hours.

SECTION-IV:

BILL OF QUANTITY/ PRICE BID FORMAT

Tentative requirement of Man Power for Operation of Call Centre.

S.No	Month	No. of Manpower required
1	June	3
2	July	5
3	August	5
4	September	2
5	October	2
6	November	2
7	December	2
8	January	2
9	February	2
10	March	2
11	April	2
12	May	2
	Total	31

1. The Telephone Charges will be reimbursed on actual basis.
2. No Competent cost on account of operation and Storage of Data Call Centre will be paid by AICTE. Only manpower cost will be paid on actual basis.

Price Bid Format

S.no	Post	QTY	Rate	Taxes applicable	Total Cost
1	Call Centre Operator	1			

Note: -

1. The Call Centre working hours will be from 9:00am to 17:30hrs for six days' week, Single Shift basis except Gazetted holidays
2. Service provider will be keeping the proper & safe storage of Data & Transfer the Data to AICTE server on monthly basis.
3. No other charges will be payable except mentioned in the price Bid.
4. The contract can be terminated anytime, if any Complaint is received from public regarding non satisfactory reply / non functioning / misbehavior by employee of Call Centre.
5. The Jurisdiction for any dispute will be New Delhi.
6. The firm should set up Call Centre in NCR of Delhi for easy monitoring by AICTE.

SECTION V

BID FORM

To

The Member Secretary, AICTE Headquarter, Nelson Mandela Marg, Vasant Kunj, New Delhi-110070.

Sir,

- 1 We understand that AICTE is desirous of procuring of in its licensed distribution network area in Delhi
- 2 Having examined the Bidding Documents for the above named works, we the undersigned, offer to deliver the services in full conformity with the Terms and Conditions and technical specifications for the sum of..... (figures.....) or such other sums as may be determined in accordance with the terms and conditions of the contract .The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
- 3 If our Bid is accepted, we undertake to deliver the entire goods as per delivery schedule mentioned in Section IV from the date of award of purchase order/letter of intent.
- 4 If our Bid is accepted, we will furnish a performance bank guarantee for an amount of 10% (Ten)percent of the total contract value for due performance of the Contract in accordance with the Terms and Conditions.
- 5 We agree to abide by this Bid for a period of days from the due date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6 We declare that we have studied the provision of Indian Laws for Providing Service and the prices have been quoted accordingly.
- 7 Unless and until Letter of Intent is issued, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- 8 We understand that you are not bound to accept the lowest, or any bid you may receive.
- 9 There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract.

Dated this..... day of..... 20

Signature..... In the capacity of

.....duly authorized to sign for and on behalf of (IN BLOCK CAPITALS).....

SECTION VI

FORMAT FOR EMD BANK GUARANTEE

(To be issued in a Non Judicial Stamp Paper of Rs.100/-purchased in the name of the bank)

Whereas [name of the Bidder] (herein after called the "Bidder ") has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (here after called the "Bid"). KNOW ALL PEOPLE by these presents that WE [name of bank] at [Branch Name and address], having our registered office at [address of the registered office of the bank] (herein after called the "Bank "),are bound unto AICTE JNU Campus, Nelson Mandela Marg, New Delhi - 110067(herein after called —the "Purchaser")in the sum of (Rupees only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 TH E CONDITIONS of this obligation are: If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or 2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity: (a) Fails or refuses to execute the Contract Form ,if required; or (b) Fails or refuses to furnish the performance security, In accordance with the Instructions to Bidders/ Terms and Conditions; We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that is its demand the purchaser will note that amount claimed by it is due to it, owing to the occurrence of one or both of the two condition(s), specifying the occurred condition or condition(s). This guarantee will remain in force up to and including Ninety (90) days after the due date of submission bid, and any demand in respect thereof should reach the Bank not later than the above date.

(Stamp & signature of the bank)

Signature of the witness(s)

SECTION VII

SECTION VII CHECK LIST

Sl No	Item Description	YES/NO
1	INDEX	YES/NO
2	COVERING LETTER	YES/NO
3	BID FORM (UNPRICED) DULY SIGNED (IN DUPLICATE)	YES/NO
4	ACCEPTANCE TO COMMERCIAL TERMS AND CONDITIONS	YES/NO
5	FINANCIAL BID (IN SEALED ENVELOPE – 1 ORIGINAL)	YES/NO
6	EMD IN PRESCRIBED FORMAT	YES/NO
7	DEMAND DRAFT OF RS 1000/-	
9	POWER OF ATTORNEY/AUTHORISATION LETTER FOR SIGNING THE BID	YES/NO