



REQUEST FOR PROPOSAL (RFP)

For

**Empanelment of Service Provider Agencies
for Providing IVRS/ SMS Services for
Monitoring of
Mid Day Meal Scheme**

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1 Definitions

- “Agreement” shall mean the legal document signed between the Purchaser and successful Bidders, and all attached documents referred to therein and all terms & conditions thereof together with any subsequent modification thereto.
- “Bidder” shall mean the firm offering the solution(s), services and / or materials required in the RFP.
- “Contract” shall mean the Purchase Order placed by the States/UTs on the Selected (Empanelled) Vendor (duly accepted by the latter during the bid process), and all attached documents referred to therein and all terms & conditions thereof together with any subsequent modification thereto.
- “NIC” shall mean National Informatics Centre- the technical support organisation for design and development of National Portal on Mid day Meal scheme enabling the services of IVRS/SMS for data collection and analysis thereafter.
- “Purchaser” shall mean Ministry of Human Resource Development (MHRD). Terms “Ministry of Human Resource Development (MHRD)” and “Purchaser” have been used interchangeably in the RFP. The empanelment agreement shall be signed between the Purchaser and successful Bidders
- “RFP” shall mean Request for Proposal, Tender Document or Bidding Document including the written clarifications & modifications issued by MHRD in respect of the RFP.
- “Services” shall mean requirements defined in this Request for Proposal including all additional services associated thereto to be delivered by the Service Provider.
- “Service Provider” shall mean successful bidder to whom the purchase order is placed by State/UT for providing services at state level.
- The “Interactive Voice Response System” (IVRS) is a technology that allows a computer to interact with humans through the use of voice and DTMF keypad inputs.
- “Mid Day Meal Data” shall mean the data related to number students served meal that day, reasons for non serving of meal, school enrolment data and contact details of respondents
- “Respondents” shall mean persons identified for reception of call/SMS s and enter the response (e.g. Headmasters, 2 other school representatives, Village Pradhan and Village Education Committee Members)
- “PMU” means Project Monitoring Unit, which shall be responsible for day to day monitoring of the project, and generate the performance reports and also advise the states/-s for necessary proactive actions as deemed necessary.
- “PAB” means Project Approval Board of the Ministry of Human Resource Development

2 Invitation for Bids

MHRD invites bids for empanelment of Service Providers to provide services pertaining to collection of data regarding Mid Day Meal scheme components through Interactive Voice Response System (IVRS) and Short Message Service (SMS) and Reporting of the same as per the requirement specified in this Request for Proposal (RFP). Templates & Forms have been provided in Section 8, and instructions given in section 5 & 6, of this document. Sealed offers prepared in accordance with the procedures enumerated in section 5 should be submitted to the Director MDM. Eligible bidders may submit their Bid not later than <Date, Time>. **All bids must be accompanied by a bid security in the form of bank guarantee of Rupees 2 crores only.**

2.1 Important information

The RFP document can be downloaded from the website: <http://mdm.nic.in>. Or e-tenders

S. No	Event	Details/ Target Date
1	Reference Number of RFP	7-1/2006-MDM 2-1
2	Purpose of RFP	Empanelment
3	EMD Amount	Rupees Two crores
5	Sale of tender & Availability	6 th November, 2012
6	Last date to send in requests for clarifications	19 th November, 2012
7	Schedule for Pre-Bid Meeting	20 th November, 2012
8	Issue of clarifications	27 th November, 2012
9	Last date for submission of bids	10 th December, 2012
10	Date of Bid Opening	10 th December, 2012
11	Date of Financial Bid opening	To be announced
12	Notification of Award (within 2 weeks of Declaration)	To be announced

Address for Correspondence :

Mr. Gaya Prasad, Director MDM
Ministry Of Human Resource Development
Room No. 105, C- Wing Shastri Bhawan,
Dr. Rajendra Prasad Road, New Delhi

2.1.1 General Conditions

- MHRD reserves the right to vary above timeframe at its absolute and sole discretion should the need arise. All dates mentioned in section 2.1 are tentative dates and the Bidder acknowledges that it cannot hold the Company responsible for breach of any of the dates.
- From the date of RFP issue through the date the contract is executed, communication with any NIC and MHRD personnel or members regarding this RFP and the corresponding procurement other than the designated contact person listed in the RFP instructions is prohibited. Failure to follow this provision may be grounds for disqualification from proposal consideration.
- Any costs incurred in responding to this request for proposal shall not be reimbursed.
- MHRD may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and reserves the right for such waivers.
- MHRD reserves the right to scrap the tender at any stage without assigning any reason.
- DSE&L, MHRD or NIC will not provide any components, tools, utilities. All the required components, whatever required for successful implementation of the service have to be provided only by the successful Bidder.
- If at any stage of project work, it is observed that offered service does not meet Purchaser's requirement and or fails to provide requisite performance and required data/reports due to any reason not attributable to the Purchaser, the bidder selected shall have to take suitable measures without any additional cost to the Purchaser.
- MHRD reserves the right to accept or reject any or all proposals received as a result of this request, or to negotiate with all qualified proposers, or to cancel in part or in its entirety this RFP, if it is in the best interest of MHRD.
- Unless otherwise deleted or modified by mutual agreement between the Purchaser and the successful Bidder, all terms, conditions and provisions contained in the RFP shall be incorporated into the contract by default.
- The Purchaser shall reserve the right to do a midterm review and revision of the financial quote (section 8.1) and the technical solution provided with respect to the prevailing market conditions.

3 Introduction

Ministry of Human Resource Development's Mid Day Meal Scheme is the largest school feeding programme in the world reaching out to about 12 crore children in more than twelve lakhs primary and upper primary schools (Government, Government Aided and Local bodies), National Child Labour Project (NCLP) schools, EGS/AIE centres and Madrasas and Maqtabas supported under Sarva Shiksha Abhiyan. A programme of such a large scale and magnitude requires close monitoring and evaluation at all levels. The current system of review and monitoring being manual in nature involves significant time lag leaving scope of manipulation/ distortion. Also there is absence of detailed and exception reports required by the state and centre to help find reasons of shortcomings in scheme implementation and timely resolving the same. To address the gaps in the current system and ensure real time monitoring of Mid Day Meal Scheme, the Department of School Education & Literacy, Ministry of Human Resource Development, Govt of India, through National Informatics Centre (NIC) is developing a detailed mechanism for reporting of data and monitoring of the scheme across the country. Through this RFP a Service Provider is to be selected to provide IVRS/SMS service for purpose of collecting the daily and periodic data from various respondents regarding the progress of the scheme for reporting through the (Management Information System)MIS solution being developed.

3.1 Issuer

The Ministry of Human Resource Development (MHRD) was created with a goal of ensuring an all-round development of the citizens by building strong foundations in education. The main objectives of the Ministry are:

- Formulating the National Policy on Education and to ensure that it is implemented in letter and spirit
- Planned development, including expanding access and improving quality of the educational institutions throughout the country, including in the regions where people do not have easy access to education.
- Paying special attention to disadvantaged groups like the poor, females and the minorities
- Provide financial help in the form of scholarships, loan subsidy, etc to deserving students from deprived sections of the society.
- Encouraging international cooperation in the field of education, including working closely with the UNESCO and foreign governments as well as Universities, to enhance the educational opportunities in the country.

Currently, the MHRD works through two departments:

- Department of School Education & Literacy
- Department of Higher Education

While the Department of School Education & Literacy is responsible for development of school education and literacy in the country, the Department of Higher Education takes care of what is one of the largest Higher Education systems of the world, just after the United States and China.

The Deptt. of SE & L has its eyes set on the “universalisation of education” and making better citizens out of our young brigade. For this, various new schemes and initiatives are taken up regularly and recently, those schemes and initiatives have also started paying dividends in the form of growing enrolment in schools.

3.2 About Mid Day Meal Scheme

Mid Day Meal Scheme is a welfare scheme of the Govt. of India, implemented through the State Governments and is the largest lunch program in the world. Consequently, a scheme of such scale with detail and budgetary allocation to the tune of about Rs. 10,000 crore for the whole of India annually, requires a stringent monitoring system. This is a crucial requirement, as the economics of the scheme reveals that even a small increase at any one point would escalate the total costs to a great extent.

Mid-Day Meal Scheme in schools has a long history in India. In 1925, Mid-Day Meal Program was introduced for disadvantaged children in Madras Municipal Corporation. By the mid-1980s three States and a UT(Gujarat, Kerala and Tamil Nadu and Pondicherry) had universalized the cooked Mid-Day Meal Program with their own resources for children studying at the primary stage. Mid-Day Meal was also provided to children in Tribal Areas in some States like Madhya Pradesh and Orissa. By 1990-91 the number of States implementing the mid-day meal program with their own resources on a universal or a large scale had been increased to twelve, covering the States, Goa, Gujarat, Kerala, Madhya Pradesh, Maharashtra, Meghalaya, Mizoram, Nagaland, Sikkim, Tamil Nadu, Tripura and Uttar Pradesh. In another three States, namely Karnataka, Orissa and West Bengal, the program was implemented with the State resources in combination with international assistance. Another two States, namely Andhra Pradesh and Rajasthan were implementing the program entirely with international assistance.

With a view to enhancing enrolment, retention and attendance and simultaneously improving nutritional levels among children, the National Program of Nutritional Support to Primary Education (NP-NSPE) was launched as a Centrally Sponsored Scheme on 15th August 1995, initially in 2408 blocks in the country. By the year 1997-98 the NP-NSPE was introduced in all blocks of the country. The Mid-day Meal involves provision of lunch free of cost to school-children on all working days at all the schools which are enrolled for this scheme under ministry of Human Resource & Development. Under the scheme, every

child in schools covered under the scheme is provided with a prepared mid day meal with minimum content of 450 calories of energy and 12 grams of protein each day of school for primary students.

The States make their individual Annual Work Plan & Budget (AWP & B), and submit the same to the MHRD for approval and fund allocation. The Project Approval Board (PAB) deliberates on the AWP & B and approves the funds for the state, and the state further allocates the same to the districts. The district authorities inform the local Food Cooperation of India (FCI) Godown regarding the schedule for lifting food grains. The lifting (transportation) agency lifts the food grains from the FCI, and conveys the same to the schools/cooking centers. The schools are also given cooking cost for other ingredients, fuel, as well as Cook cum Helper honorarium for cooking the food and serving it to the students on school working days. At some places food is cooked by NGOs and served as packaged food to school students.

3.3 Objectives of this project

This project is a unique initiative wherein IVRS based technology shall be leveraged for data collection at a very large scale of nearly 12 lakh schools across the country with an intention to track and monitor the essential components of Mid Day Meal scheme at various levels on day to day basis by integrating ICT based MIS solution with SMS & IVRS based tools. A similar initiative called UPDESCO project has already been undertaken by Government of Uttar Pradesh. It is an IVRS (Interactive Voice Response System) based MIS system to collect, collate and report MDM data on real time basis

Under this project, it is envisaged that Mid May Meal data shall be collected on a real time basis across the country through an IVRS based system and transferred to a software application being developed by NIC for purpose of collation and reporting of MDM data. It would be required to setup IVRS based Centralized Information System (CIS) for capturing information of approx. 12, 00,000 schools in India on daily basis and provide the same to all the concerned Central/State/Districts/Block Level offices.

3.4 Purpose of the RFP

MHRD through this RFP intends to select and empanel up to 7 qualified Service Providers who would be responsible for design; development, operation and maintenance of the IVRS based system for collection and reporting of MDM data from the school level for a period of 5 years. The Service Provider will also be responsible for collecting and updating the contact details of respondents, the school enrolment data and any other information that may be required to facilitate the collection and reporting of MDM data. The trainings and capacity building before the system go live and ongoing basis will be done and managed by the Service Provider.

Following sections of this RFP in detail describe the MDM scheme, scope of work, bid submission and evaluation procedure. Bidders are expected to carefully read the terms and conditions of the RFP before responding.

3.4.1 Objectives of the Scheme

Today, the NP-NSPE is the world's largest school feeding program having wide reach out. For running the program at state level, nodal agency has been formed in all the states. The key objectives of the program are:

- To enhance the enrollment, retention and attendance of student
- To improve the Nutritional Status of children enrolled at Primary and Upper Primary Level in Government/ Local body/ Government aided schools, EGSs and AIE Centers including Madarasas/Maktabas.
- To motivate children belonging to disadvantaged sections to attend primary schools regularly and help them to concentrate on school and classroom activities.
- To provide Nutritional Support to children of primary stage in drought affected areas in summer vacation, thereby ensuring their continued interest in schooling.
- Improve socialization among castes

3.4.2 Scheme Coverage

Central Government provides assistance for implementing a mid day meal program with the defined nutritional content for children in classes I – V in & VI-VIII in:-

(i) Government, Local Body and Government – aided schools

(ii) EGS and AIE Centers.

(iii) Madarasas/Maktabas

1. “Government-aided School” means a school in receipt of regular annual recurring aid from the Central or State Government, or a competent Local Body, and recognized/categorized by it as an “aided school”.

2. An “EGS/AIE Centre” means a Centre run by a State Government/UT Administration, Local Body or non-Government agency, and receiving Central assistance in accordance with the EGS/AIE Scheme of the Ministry of HRD.

3.4.3 Stakeholders & Associated Activities

The following stakeholders are associated with the Mid Day Meal Scheme across the country.

- Students of Schools under MDM scheme and their families
- Ministry of Human Resources Development (MHRD)
- State Governments and State Nodal Agencies
- District Administration

- Block Administration
- Food Corporation of India
- Schools through Village Education Committees/Village Panchayats/Ward Committees

The students and the families are the sole beneficiaries of the scheme, and are on the top of the pyramid as Consumers. However, they perform no activity.

The stakeholders perform various functions under the Mid Day Meal scheme which can basically be broken down into the following sub-activities:

- Formulating Policies & Norms
- Planning and Operations
- Monitoring & Evaluation

3.4.4 Present Status of Information System under Mid-Day Meal Scheme

As of now, the flow and status of information under MDM Scheme is as follows:

- A MDM register is kept at the School Level. The Head Master/Authorized Teacher is required to fill up the number of students who are served / provided food under the MDM scheme every day in the register.
- The data provided by the schools is submitted to block level education officer either monthly or quarterly as per the requirements defined. The information/ data is compiled at block level and forwarded to District Level.
- The district office submits the district-wise data to the state level MDM Directorate of respective state.
- In some of the states, Nodal Agencies, for Mid-Day Meal Program, have deployed monitoring system in different ways using wide range of technologies which is not available in a unique format for the central government.
- Data is further sent to Central Level quarterly.

The same has been depicted in the diagram below:

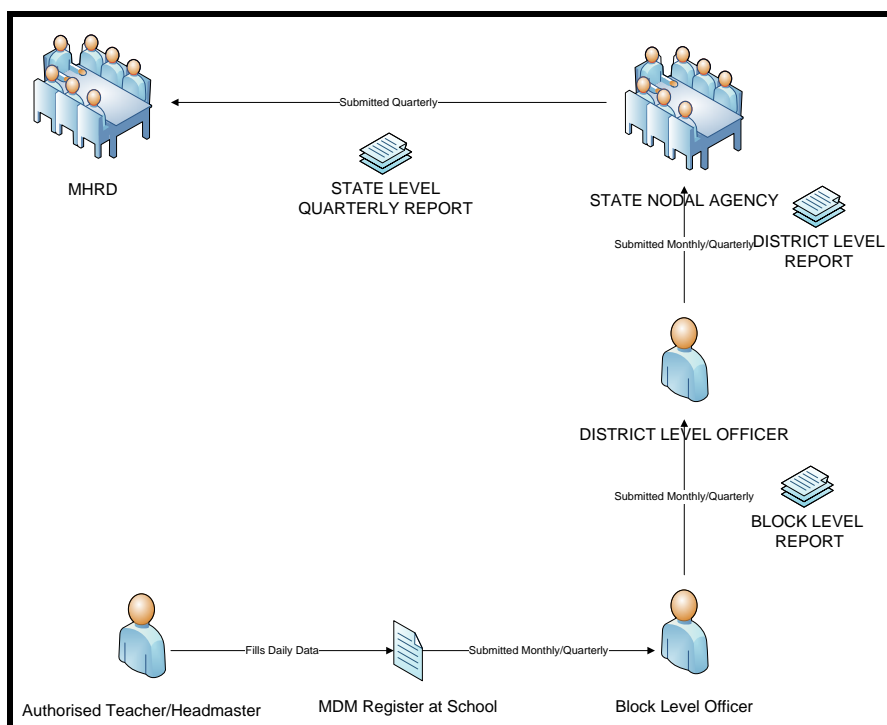


Figure 1: CURRENT DATA REPORTING MECHANISM FOR MID DAY MEAL SCHEME

3.4.5 The challenges in the currently used systems

One of the biggest challenges in currently used system for implementation of MDM scheme is the lack of proper mechanism to monitor implementation of the MDM scheme in terms of regularity, quality and quantity below district level resulting in following shortcomings:

- Unavailability of real time data making timely interventions difficult
- Absence of comprehensive, accurate and level wise reports hampers planning activity
- Presence of significant time lag in getting the data of a School at the State Level leaves scope for data manipulation/distortion at a later time
- Unavailability of exceptional reports, like number of Schools where no meals were provided with reasons thereon, number of schools where only a small percentage of enrolled students are getting mid day meals, etc. If these reports are made available to appropriate authorities in time they can help initiate further necessary interventions
- Randomness of physical inspections and lack of timely exceptional reports with opt information thereon makes the entire exercise futile
- Unavailability of school-wise reports at either the district or state level making it difficult to identify the schools in which the meal was not served

3.4.6 Need for ICT based Monitoring system

There has been continuous emphasis by Government of India in the development of proper mechanism to monitor the implementation of the scheme below the district level for maintaining regularity, quality and quantity in its implementation. The need for using ICT based system for tracking and monitoring of Mid-Day Meal scheme components has been emphasized in the Guidelines of Mid-Day Meal Scheme and also has been highlighted in the National steering cum Monitoring Committee meetings. The needs which the ICT based Monitoring system shall address are:

- Real time reporting of Mid Day Meal data of schools to block, district, state and country level.
- Making exceptional reports available to concerned authorities for timely intervention.
- Maintaining accuracy of the data being reported
- Making school, block, district and state wise data available to the State and Ministry for planning purposes

4 Scope of Work

The Service Provider shall be responsible for implementing and operating the IVRS/SMS project on turn-key basis on an outsourced (or services based) model at the state level for a period of 5 years. The scope of work shall include providing IVRS/ SMS and call center services for the purpose of collection and reporting of MDM data across the states. However the Service Provider shall be free to suggest and implement any other innovative technical solutions/ system for MDM data collection post consultation with the MHRD and the State.

The IVRS shall primarily entail placing system generated, automated calls to the headmasters/teachers of government, government-aided, and local bodies-schools where mid-day meals scheme is being implemented. Each headmaster or teacher shall key in the figures for their respective schools, i.e., of how many children have had meals that day. The system shall then automatically generate a data base for the entire country. The scope of work in detail has been provided below:

4.1 Collection, Validation and Updation of Respondent's phone numbers

4.1.1 Collection of Respondents' Phone Numbers

The collection of respondent's i.e. school headmaster (principal), 2 identified school representatives per school, Pradhan, Village Education Committee (VEC) members and Concerned Government Officials will be the responsibility of the Service Provider. Service Provider may hire a data collection agency for purpose of one time activity of collection of contact details data (phone numbers) of the respondents. This activity has to be completed before the system Go Live and the entire data base of telephone numbers will be available as the master. Following points shall have to be confirmed to:

1. For each school phone numbers of the 3 identified school representatives shall be collected including the school headmaster (or principal).
2. The Service Provider shall be expected to obtain the data from the district level MDM scheme official Basic Siksha Adhikari (BSA) and District Education Officer (DEO).
3. For obtaining missing information and verifying the details obtained from the state, the Service Provider shall make sure that a form is circulated among the Principals for nominating teachers for the training. One of the teachers nominated for training have to be MDM nodal teacher. The form shall ask for name of school, teacher's name and phone numbers. Nominations shall be submitted by Headmaster through filled forms.
4. Updation of contact details of respondents in case of transfers, elections etc shall also be the responsibility of the Single Point of Contact (SPOC). He/she is expected to coordinate with the officials and functionaries to keep the information of the database updated and accurate at all times.

4.1.2 Validation of Respondents' Phone Numbers

1. The Service Provider shall have to get the phone numbers validated by the teachers/ headmasters/ functionaries during the trainings. Signatures shall have to be obtained against the numbers validating them.
2. The number shall also be validated through a call placed by the IVRS. The respondent shall have to verify his/her name, school and phone number. The numbers shall be linked to the name of the respondent and the school. Any discrepancies can be corrected at this stage. If during this validation any phone number is found to be incorrect/ invalid it shall be the responsibility of the SPOC to get the correct information & update the database.

4.1.3 Updation of Respondents' Details

Updation process shall be initiated by the respondent and shall happen in cases of change of phone numbers, losing the phone, change of designation/ school/ village etc.

4.1.3.1 Updation of phone numbers in case of loss of phone or change in number

1. The respondent shall call on the toll free helpline number designated for updation of phone numbers.
2. The IVRS shall confirm the name and school of the respondent and ask the respondent to enter his/ her existing number. Once the entered number is verified the system requests respondent to enter new number. The new number will be verified once again within the interval of 2 days before finally updating the database.
3. If the phone is lost then the respondent needs to call the toll free helpline number. The system shall ask the caller to verify him/ her by punching the lost phone number. Alternatively the respondent can also call from the number of any other respondent or contact the SPOC.
4. On verification the new number shall be accepted by the system.

4.1.3.2 Updation of phone numbers in case of transfers/ new appointments/ elections

- If the number of the respondent needs to be updated in case of transfer or promotion or election (in case of village Pradhan or VEC) the respondent shall have to call the toll free helpline number. The system shall ask the caller to verify him/ her.
- In case of transfer or retirement the respondent shall place a request to remove his/her number from the database.
- On verification the system shall accept the change in the data. The information shall be passed to the BSA and SPOC. Only post the verification/ validation by the BSA the changes shall be accepted. The verification report will be mailed to the State Nodal Officer, who would then log in the system and make required changes.

- For new appointments and changes, the respondent or the headmaster of the corresponding school shall place a request on the helpline number for addition of his/ her name in the data base.
- List of such requests along with existing numbers against a school from where the request has been generated shall be sent as a report to the BSA, DEO and SPOC. The changes shall be made post verification by the BSA with the assistance of SPOC. The verification report will be mailed to the State Nodal Officer who would then log in the system and make required changes.
- The verification shall be done by the BSA within 5 days of raising any such. If the number is pending validation for more than 5 days the matter needs to be escalated by the system to state level official.

4.2 Providing Training

1. The Service Provider selected through this RFP shall be responsible for providing the training to all concerned with implementation of MDM at local level i.e. school masters, 2 teachers per school, village Pradhan, and Village Education Committee members whose phone numbers shall be collected.
2. The Headmaster of the school shall nominate two teachers from the school for training, one of the teachers mandatorily being the MDM nodal teacher for that school. The nominations shall be sent through filled forms that shall be circulated by the Service provider.
3. The training shall be provided at block level by the SPOCs.
4. In the training a small printed booklet in local language shall be provide to each trainee free of cost by the Service Provider. The booklet shall step wise describe all the processes involved in operation of IVRS system and numbers.
5. The Service Provider shall also be expected to develop an online training module providing step wise details of how to interact with the IVRS. The link shall be provided to all BSAs by SPOCs who in turn are requires to provided in to all CSCs in the area from where the online module can be accessed.
6. The training for new/ transferred respondents shall also be the responsibility of the SPOC.

4.3 Daily Collection of MDM Data through IVRS/SMS

4.3.1 Design, Develop & Deploy System for daily Data Capture through IVRS/SMS

A system is to be designed, developed and deployed to capture data from the teachers and other respondents through IVRS or SMS. Service Provider will also be expected to communicate or escalate through SMS and emails to the officials. A full-fledged system of frequency of calls, call escalation, auto SMS/ emails for defaulters and exception reporting has to be designed so that data is captured under all conditions.

4.3.1.1 Obtaining Daily MDM Data

1. The IVRS system shall place an automated call to the designated respondent of each school. The calls shall be made from a fixed number. A pre-recorded voice shall say the name, designation and school name and then ask how many mid day meals have been prepared & served that day in the school.
2. The respondent shall key in the number and hangs up. The whole process shall approximately take not more than 30 seconds.
3. In case the head master is unable to take the call, the system will try the numbers of the other identified school representative. If still unanswered the call automatically goes to the next of the identified school representative.
4. If the meal was not served, the Respondent would punch in “o”. If “o” is received as the input the IVRS will ask the reason as level 2 question and provide the list of expected responses as numbered options. The respondent punches in the number of the valid response/ reason. Depending on the respond to the level 2 question the IVRS would ask the level 3 questions. Again provide the list of expected responses as numbered options and the respondent shall punch in the response.
5. ***In event of respondent being unable to enter responses to either level 2 or 3 questions, a SMS will be sent to them listing the options.*** The headmaster/teacher shall respond by messaging the valid response to the same number. The messages sent to the number will be charge free.

LEVEL 1	LEVEL 2 (Reason Asked if the response to Level 1 is o)	LEVEL 3 (Reason Asked depending on level 2 Response)
How many Students were Served MDM food in the School on the day?	1.Food grains Not Available	1.Food grains not received
		2.Foodgrains damaged
		3. Insufficient foodgrains
	2.Cook Not Available	1. Cook Not Appointed
		2. Cook Salary Not paid
		3. Cook quitted
	3.Fuel/Ingredients Not Available	1. Insufficient fuel
		2. Insufficient funds for cooking
		3. Insufficient ingredients
	4.Packages Not Arrived from NGO/SHG	1. Vendor not received payments
		2. Damaged in transit
	5.Holiday in School	Not applicable
	6.Others	Not applicable

6. In case the respondent misses out on replying to the calls he/she could also give a missed call to the same number and the system shall call back again so that the respondent need not have to spend out of his pocket. The system shall call back only in cases when data from the corresponding school has not been received that day.
7. Any change to be made in the data shall also have to be made on the same day by 12:00 AM by calling the Helpline number (toll-free). The system shall accept to other ways of making any correction to the data. Only one correction call per number shall be accepted in a day. The respondent who has initially provided the data shall only be able to make corrections to it.
8. The entire data base for that day is to be compiled within 2-3 hours of the meal being served. ***The data collection shall start at 1:30 PM and will have to be completed by 4:30 PM.***

4.4 Validation of MDM data

System should be able to validate the data entered by schools representative. Two types of validations will be made for daily MDM data entered by teachers/ headmaster.

Type 1 Validation:

- Every week, randomly select a sample (from the set of schools from which MDM data has been received that day) of village Pradhan and VEC committee members who shall be called by the IVRS. The IVRS shall ask the Pradhan or the VEC committee member to verify whether the food has been served in the previous week in a particular school. The Pradhan or the VEC committee member shall punch in the response.
- In case the selected functionary does not answer the call, the system shall try 2 more times each in the interval of 15 minutes. If still no response is received the system shall randomly select the replacement of non responding functionary for making validation.
- If the data entered by the Pradhan or the VEC committee member has a ***variation from the data entered by the respondent of the particular school***, the system shall record it as an exception.
- ***The weekly sample size of the village Pradhan and VEC committee members selected randomly shall be 10% of the total number of data collected that day.***

Type 2 Validation:

- The data entered daily is compared with the monthly data obtained from school , in the online system (MIS)
- If a variation of more than $\pm 15\%$ is obtained the system will record it as an exception.

Any data failing one or both of the above validations shall be considered exception data and shall remain in the same state, flagged, till the exception is resolved by authorized entity or Person.

4.5 Exception Reporting

Daily alerts regarding various kinds of exceptions, as would be defined by the Purchaser, need to be sent to officers at the Block, District and State level, to ensure that suitable action can be taken. The exceptions will include the doubtful data (data failing validations as per section 4.4), absence of response from schools etc. The fax number and email Ids of each of the block/districts level offices shall have to be obtained through the state nodal agency of MDM Scheme. These alerts have to be sent through SMS, email and fax to the respective block/district/State officer and - as per the rule defined by the Purchaser. The indicative exception reports are given below. These may be changed or increased by the Purchaser.

- Report containing details of doubtful data received mapped to the school code. Doubtful data is any data collected which fails either one or both of the validations defined in section 4.4
- Report containing details of schools from which data has not been received for 2 consecutive days shall be shared with block, district and state level officials through SMS, email and fax in addition to NIC. Such report must reach by the end of every day.

4.6 Data Collection As & When Required

In addition to daily data collection about number of meals served there may be other data related to MDM program like school Enrolment (number of students enrolled in the school), details of respondents etc to be collected on monthly/quarterly/as & when required basis through this system. The process followed shall be similar to the one followed for daily collection of data.

4.7 Transfer of the Collected MDM Data in the MIS Application Database

The Service Provider has to ensure that the collected data is updated on the MIS database, located at NIC Data Centre, New Delhi, **at the regular intervals of 30mins, to be completed by midnight 12:00 AM.** Data shall be transferred through .Net based web services (server/client)/script which need to be developed by the service provider. SOAP/FTP mode shall be used for data transfer. The data to be shared shall comprise of*:

- The data about number of students that had meal each working day
- Data collected through SMS as per section 4.3.1.1

In addition to the above data that needs to be shared with state, MHRD:

- Reports including exception reports
- Exception Messages including the recipients' details

*This is indicative and shall be finalized in consultation with NIC.

4.8 Call Center Services

Service Provider will be required to provide multi-lingual call center services for the states where the Service Provider is operating. It is expected that the system detects the origin of the call and transfers the call to the representative who is well versed in the local language of the region. All interactions will have to be recorded for future references. The call center would basically provide following toll free services. Services can be added by the Purchaser/ State in consultation with the Service Provider at later stage however, indicative list is provided next.

- **Collect daily data, if required:** The call centre should be able to receive calls from any teacher or respondent, identify him from his phone number and capture data regarding the daily inputs/periodic inputs, which are generally captured through IVRS. In such a case, the IVRS/SMS system would not contact the teacher/respondent from the corresponding school on that day.
- **Number Change:** In case the Phone number(s) changes (due to loss of phone, change in number, transfers, new appointments etc) respondent should be able to communicate the new phone number through the system without spending any amount towards calling.
- **Loss of Mobile Phone:** The loss of mobile phone and subsequent change in phone number can be reported to helpline number.
- **Queries/ request for information:** All calls requesting any system related information or queries shall have to be answered by the helpline
- **Grievances:** Any grievances of the officials involved in MDM scheme regarding the system or process of MDM data collection shall be directed to the helpline number. The system shall accept grievances only from the phone numbers that are part of the respondent database.
- **Correction of MDM Daily Data:** In case a respondent needs to correct the data collected by IVRS through himself/herself, a call can be made to the helpline number requesting the same. The system shall record any such correction request call. Correction can only be made by the respondent from whom the data has been initially collected and only once a day before 12:00 AM.

4.9 Call Center Timings

The Call Centre shall be accessible by the users on toll free helpline Number. The call centre agents shall act as a first level of support for operational and technical queries and it is envisaged that majority of queries will be replied by them. If an agent is unable to answer any query during office hours an attempt will be made to refer the caller to higher level technical experts. There would be a bench of minimum 2 people per state or as decided by the MHRD or any other authorised entity, who would be responding to any queries, information requests and any system related issues reported by the users of the system.

The working hours for the helpline would be 10:00 AM to 8:00 PM on all working days. Between 8:00 PM to 10:00 AM in the night and when the lines are busy, appropriate IVRS prompt in local language will be played informing the caller about the working hours of the helpline.

The IVRS based system in addition to above mentioned functionality shall also have the following salient features:

- **Pull Mechanism:** The system shall work on the “Pull” mechanism where the onus of obtaining information shall reside with the system which shall initiate the process of collecting the information from the teachers/ headmasters/ functionaries/ others. Respondents will not be responsible for initiating the process for supplying information
- **Free of Cost:** The IVRS and call center service shall be provided free of cost to the respondents. In case the respondents have to obtain, provide/ correct information they shall have to make call to a call center number. After 3-4 rings the call shall get automatically disconnected and system shall call back the respondent on the same number within next 5 minutes.
- **Validation Calls:** For purpose of verification validation calls will be made to the village Pradhan and Village education committees
- **Personalized Phone Calls:** Each call made to individual school shall be personalized and in local language and at beginning it shall clearly speak Name of School, village & Name of the Teacher. This feature is specially required to ensure that the teacher/school in-charge who receives the call knows that he/she is the intended recipient of the call.
- **Language of Calls:** The automated call shall be on multi lingual, for every state the language of the call will be defined by the respective state level nodal agency for MDM Scheme. The decision on language for a particular state to be informed to service provider before the start of the project in the state.
- **Call-Back Option by Missed Call: The system should have call back feature in response to a call made by the user.** In case school headmaster and other 2 school representatives concerned with a single school are unable to provide the information on phone when the call was made to them, the system shall allow them to give a missed call, in response to which a call should be made again to the respondent. In such scenario respondent shall be able to do without spending any amount towards call charges from his/her phone. System shall be capable for the Call Back feature after receiving the missed call within 5 minutes. The system shall accept the call back request only once a day from a single number and only when no data has been received that day from the corresponding school.
- **Redundancy:** A secondary server system for redundancy shall be kept available in other state than the primary system; this will be used in case primary system fails. There should be a secondary

telecommunication service provider from different circle/zone always kept available in case primary telecom service provider fails.

Back up, Disaster Recovery and Business Continuity: It should be possible to record and archive 100% of all the calls for a minimum period of 3 months. The recording system should provide for an application that can be invoked by either agents and above or by NIC which will allow for search and retrieval of recordings by using any of the parameters like: name of the caller, ticket number, telephone number of the caller, date and time of call etc.

The Vendor shall also take regular backups of Call Center data, call recordings, logs and software on external media i.e. non-rewritable compact disk / digital video disk on monthly basis. The backups should be regularly checked for consistency and readability and copy of such month-end backup shall be given by the Vendor to DSE&L, MHRD and -. The Vendor shall submit business continuity and disaster recovery plans for Call Center operations with respect to

- Systems connectivity and application
- Business continuity approach for operations

4.10 Performance Reporting

MHRD shall setup a Project Monitoring Unit (PMU) for monitoring of the project. Service Provider shall provide MIS Reports on monthly basis or at any interval prescribed by the MHRD. The MIS reports shall contain information related to state-wise number of calls, hourly call details, escalated calls, pending calls, answer given to respondent's queries, trends, call utilization, query asked by callers, reply given, FAQs, classification of queries based on problem etc. The format for MIS reports will be finalized in consultation with NIC,& MHRD; which will be suitably modified from time to time based on information requirement of the ministry . PMU shall be responsible to monitor the SLAs, review the tools and prepare the Weekly exception report and SLA report on monthly basis. Based on the monthly reports the payment to the SP shall be made.

4.11 Grouping of States

- MHRD shall create an empanelment of upto 7 SPs through this RFP who would be collecting and updating MDM data at states. Each empanelled vendor at maximum can undertake this project in states and UTs as per the conditions mentioned in the section
- To maintain the equal distribution, the states and UTs have been grouped as A, B and C based on the number of schools in each state/UT. Each empanelled vendors shall have to maintain its portfolio of states such that the group of states in which it is operating is in the ratio of A:B:C=2:3:2 in case of empanelment of 5 vendors. In case more vendors are empanelled the ratios shall be worked out accordingly.

- The empanelled vendor shall be required to participate in the technical selection process at all states/ UTs up till its portfolio of states is achieved, as mentioned in the point above .
The grouping of states has been provided as Annexure A.

4.12 Single Point of Contact (SPOC)s

The Service Provider shall be required to make calls to all the identified primary and upper primary schools by the Ministry of HRD across the country. Bidder shall also provide minimum two SPOC for the group of states it is operating in* . The states anchor shall be the representatives of Service Provider and central government at state level. It would be expected to:

- Update the phone number of Headmasters, teachers, village Pradhans, Village Education Committee members, BSA, DEO etc. Also assist in collection of the same.
- Coordinate with, state nodal agency, district officials, BSA for project related activities.
- Provide trainings about the system to the Headmasters, teachers, village Pradhans, Village education committee members and State functionaries.
- Respond to all queries, request for information and related issues
- They are expected to be well versed in the local languages and geographies of the states he is responsible for and will be stationed at the state capital.
- Handle the exceptions till their logical resolution.
- Have 5+ years of experience of handling similar projects, involving data capture through IVRS and implementation & management of helpline numbers. as project manager.
- The individual being positioned as SPOC by the Service Provider would be interviewed by the center/ state department before deployment.

*This is the minimum requirements from a SP. The Service Provider may increase the number of SPOCs in consultation with NIC and MHRD for smooth execution of the project.

4.13 Successful Transaction

- A successful transaction is defined as a closed call where in-
 - a) The data about number of students who received meal on a particular day for a school is transferred to NIC/ central server.
 - b) In case the number of students receiving meal on a particular day is zero the reasons or answers to level 1 & 2 questions (as per section 4.4) are obtained through IVRS / SMS
 - c) Information from one school/individual shall be counted as one transaction

4.14 Service Levels

- The Service Levels mentioned in this section clearly define the levels of service which shall be provided by the Service Provider to the states for the duration of the contract.
- Service Level Agreement provides minimum level of services as required as per contractual obligations based on the performance indicators and measurements thereof. The Service Provider shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.
- Purchaser and the state in Consultation with NIC may initiate an interim review to check the performance and the obligations of the Service Provider. PMU, or any designated agency(selected by MHRD) shall have the right to conduct random Quality of Service (QoS) Audits with respect to SLA or any other parameters at any time without prior notice to Service provider
- The Service Provider will be required to submit reports on all SLA and KPI parameters defined in this section to PMU in accordance with the specified formats and reporting periods. NIC/ State/PMU- may ask the Service Provider to provide clarifications on these reports as well as measurement tools and processes utilized by Service Provider for reporting. PMU shall verify the accuracy of these reports by conducting Audit on its own or by using the services of an external auditor. PMU and - shall have full excess to check the status/ report any time. Service Provider shall extend full cooperation for conducting such audits
- States shall provide the list of schools; the Service Provider shall be responsible to ramp up accordingly
- Purchaser/ State shall reserve the right to revisit the SLAs based on past experience. Any revision/ addition to SLAs defined in this RFP shall be mutually agreed upon between the Purchaser/ State and the Service Provider
- The SLAs shall be applicable after completion of 90 days period from start of the IVRS operation. After which the Service Provider shall be paid on per transaction basis.

List of SLAs:

#	SLA	Definition	Measurement Period	Target	Payment
1	Data Collection Completeness	Measured as – No. of schools for which data has been collected */	Daily (Year 1- from signing of contract)	≥60 %	100% payment for each successful transaction
				Between 60% to	100% payment for each successful transaction

		no of schools**		40%	(defined in section 4.13) call made with Deduction of 5% of daily bill value***
				$\leq 40\%$	100% payment for each successful transaction call made with Deduction of 10% of daily bill value
			Daily (Year 2)	$\geq 70\%$	100% payment for each successful transaction
				Between 70% to 60%	Deduction of 5% of daily bill value
				$\leq 60\%$	100% payment for each successful transaction call made with Deduction of 10% of daily bill value
			Daily (Year 3 – till expiry of the contract)	$\geq 85\%$	100% payment for each successful transaction call made
				Between 85% to 70%	100% payment for each successful transaction call made with Deduction of 5% of daily bill value
				$\leq 70\%$	100% payment for each successful transaction call made with Deduction of 10% of daily bill value
2	Validations calls made (type 1)	Measured as – % of successful type 1 validation	Weekly	$\geq 90\%$	100% payment for each successful type 1 validation call made

		calls**** made = No of successful validation calls/ No of validation calls made		Between 90% to 75%	100% payment for each successful type 1 validation call made with Deduction of 3% of daily bill value
				≤ 75%	100% payment for each successful type 1 validation call made with Deduction of 5% of daily bill value
3	Enrollment Data Collected	No of schools for which enrolment data is collected/ No of schools	Monthly	≥90%	100% payment on per successful collection call (call on which enrolment data has been collected) basis for monthly collection of data
				Between 90% to 75%	100% payment for each successful collection call made with Deduction of 1% of monthly bill value.
				≥75 %	100% payment for each successful collection call made with Deduction of 3% of monthly bill value.
4	Data Collection Time	Time by which total daily data is collected including the validation calls	Daily	By 5:00 PM	No Deduction
				Between 5:00 PM – 8:00 PM	Deduction of 0.5% of daily bill value.
				Post 8:00PM	Deduction of 2% of daily bill value.
5	Exception Reporting	Time by which any exceptions as	Daily	By 10:00 AM next day	No Deduction

		per clause 4.5 of this RFP are reported to concerned authorities		After 10:00 AM next day	Deduction of 0.5% of daily bill value
6	Daily Data Transfer time	Time by which daily MDM data is transferred to NIC servers	Daily	By 12:15 AM the next day (Assuming the day starts at 12:00 AM)	No Deduction
				After 12:15 AM next day	Deduction of 3% of daily bill value.
7	Call Back Efficiency	This is measured as % of calls made in response to a missed call within 5 minutes of receiving the same	Daily	$\geq 99\%$	No Deduction
				Between 99% to 97%	Deduction of 3% of daily bill value
				$< 97\%$	Deduction of 5% of daily bill value
8	Data Archival Period	Number of days for which 100% data of all the calls is recorded and archived	Monthly	Minimum for 90 days	Deduction of 1% of quarterly bill value

***By daily data it is meant:**

- Number of students per school who had meal on a particular day.
- In case it is reported that “o” students received meal in a particular school and the respondent chooses to give reasons through SMS then the data received through messages per section 4.3

****Number of schools is defined as list of schools finalized and provided by Ministry for which daily MDM data has to be collected.**

*****Daily Bill value is defined as the total per day fee of the vendor calculated on basis of no of successful transactions/ closed calls (as defined in section 4.12)**

****** Successful type 1 validation calls are defined as calls which have been responded to be the respondents and the corresponding validation data has been collected by the IVRS.**

5 General Conditions of Bidding

5.1 Payment Terms

Payments will be linked to the conformation of SLAs. The Service Provider's Service Level Agreements are linked only to the amount of data collected in the day, and not on any other factor. The payments will be made on basis of number of successful transactions (as per section 4.13) made by the Service Provider. The invoices towards the services rendered shall be submitted to the State/UT on monthly basis at the end of every month along with the system generated report having basic details of daily number of calls made, validation calls made, other information to be agreed up on, PMU shall review the same and State/UT shall release the payments to the Service Provider based on the report of the PMU on performance of the Service Provider.

5.2 Consortiums

- Only pre-declared Consortiums will be eligible for bidding under this RFP.
- Lead bidder should be clearly defined in the Bid
- A duly signed MoU need to be submitted along with the technical Bid
- After the Bid Due Date, no change in the composition (members or members' shareholding) of a Bidder shall be permitted without the prior written approval of the Authority.

5.3 Modification and Withdrawal of Proposals

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. Entire bid security may be forfeited if any of the bidders withdraw their bid during the validity period.

5.4 Non-Conforming Proposals

A 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 acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming.

- If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the proposed solution, and any such bidders may also be disqualified

5.5 Purchaser’s right to modify submission deadline

Purchaser may, at its discretion, extend the deadline for submission of proposals by issuing an corrigendum or by intimating all bidders who have been provided the proposal documents, in writing or by facsimile, in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

5.6 Purchaser’s right to terminate the process

Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by Purchaser. The bidder's participation in this process may result in Purchaser selecting the bidder to engage in further discussions and negotiations toward execution of a agreement. The commencement of such negotiations does not, however, signify a commitment by Purchaser to execute a agreement or to continue negotiations. Purchaser may terminate negotiations at any time without assigning any reason.

5.7 Negotiations, Agreement Finalization and Award

MHRD/purchaser shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked first by the tender evaluation committee on the basis of best value to the Project.

5.8 Sub Contract

- The Service Provider may sub contract only the manpower requirement (of data collection agency for collecting one time contact details data of the respondents) under this project after informing Purchaser of the identity of the Sub Contractor. No other sub contracting related to technical, infrastructure, software or operation is allowed.
- Purchaser will be dealing only with the bidder, who would be solely responsible for the performance of sub contracted staff.
- Purchaser reserves the right to instruct a change in Sub Contractor for any reason whatsoever, the Service Provider undertakes to make appropriate arrangements without causing disruption to the Project.

5.9 Purchaser Rights to accept / Reject any or all Proposals

Purchaser reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to signing of Agreement, 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 Purchaser's action.

5.10 Performance Security

- Within 15 days of the receipt of notification of award from the state, the bidder shall furnish the performance security for an amount of 7.5% of contract value using the performance security format as provided in the annexure
- The Performance Security shall be valid for at least 90 (ninety) days beyond the completion of all contractual obligation including warranty obligations and shall be denominated in Indian rupees and shall be a bank guarantee in favour of <.....> payable at<.....>, from a Commercial bank in India through its branch in<.....>, India.
- The proceeds of the Performance Security shall be payable to the contracting signing state as compensation for any loss resulting from the Service Provider's failure to complete its obligations under this bid. State shall as soon as practicably possible notify the Service Provider in writing of its invocation of its right to receive such compensation, indicating the reasons for which the Service Provider is in default.
- Unless invoked pursuant to these conditions the Performance Security shall be discharged by State and returned to the Service Provider within 30 days from the date of final certificate certifying the fulfilment of the performance obligations under this Bid
- At no time during the pendency of the resultant agreement shall the Service Provider allow the Performance Security to expire. Expiry during the term of the resultant agreement shall be a ground for termination of the Contract.

5.11 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:

- Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- The bidder qualifies the proposal with his own conditions
- Proposal is received in incomplete form
- Proposal is received after due date and time at the designated venue
- Proposal is not accompanied by all the requisite documents

- Information submitted in technical proposal 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
- Commercial proposal is enclosed with the same envelope as technical proposal
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately
- Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 30 working days of the date of notice of award of contract or within such extended period, as may be specified by contract signing state.
- Bidders may specifically note that while evaluating the proposals, if it comes to Purchaser's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by Purchaser
- The bid security envelope, response to the pre-qualification criteria, technical proposal and the entire documentation (including the hard and soft/electronic copies of the same) submitted along with that should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

5.12 Time Schedule

- The Service Provider is required to complete the entire installation, setup, in all respects, training and make it operative and live (Sharing of daily MDM data with NIC), within the period of 90 days from the date of issue of Purchase Order by the states.
- The Service Provider should make sure that system is operational with soft launch complete within 45 days from the date of issue of Purchase Order.
- Training in all Blocks and data collection shall be completed in remaining 45 days of the 90 day total time frame from date of issue of Purchase Order to get the system live.

5.13 Taxes & Duties

The Service Provider is liable for all taxes and duties etc as applicable. All prices quoted for the purpose of this bid and the resultant agreement/contract shall be inclusive of all applicable taxes.

5.14 Liquidated Damages

- If the Service Provider fails to provide daily data on any given date the state shall, without prejudice to its other remedies under the Bid will deduct the penalty of 10% from the performance security.
- If data is not received for more than 3 days, state shall in writing issue a notice to the Service Provider. If the daily data is still not received for 4 more days (in total 7 days) it would be considered as breach of contract and State shall have the right to terminate the contract and encash the performance security.
- If the Service Provider fails to provide a minimum of 50% data from each of the states and UTs, it is implementing the project, within 12 months of signing the contract, State shall have the right to terminate the contract and forfeit the performance security.
- If the Service Provider fails to implement the system and start providing data within 90 days of signing of the contract the State shall have the right to terminate the contract and forfeit the performance security.
- The liquidated damages shall be applicable to the SPs, wherein the delay or disruption of service is not attributable to the government entities involved in the project.

5.15 Empanelment Period

The empanelment period will be for 5 years from the date of Final Acceptance, extendable by two years upon mutual consent, and successful performance of the SP.

5.16 Force Majeure

If at any time the performance, in whole or in part, by either of any obligation under the agreement, shall be prevented due to reasons beyond the reasonable control of the service provider or delayed by reasons of any war or hostility, acts of public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, or acts of god (hereinafter referred to as events), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence of the event, party shall by reasons of such event, be entitled to determine the penalty arising out of the agreement/contract nor shall either party have any claim for damages against the other in respect of such event. Obligations arising out of this agreement shall resume after the event or events have come to an end or ceased to exist. The decision of PURCHASER as to whether such event or events have come to an end or ceased to exist or whether deliveries of the equipment by the Service Provider have been resumed or not shall be final and conclusive. Provided both the parties may at their option terminate their obligations under the agreement/contract and thereupon PURCHASER shall be at liberty to take over from the Service Provider all the works at a price to be fixed by PURCHASER, which shall be final, and the Service Provider shall refund forthwith the amount paid to him by PURCHASER.

5.17 Termination

PURCHASER may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Service Provider, terminate the Agreement for services in whole or in parts:

- If the Service Provider fails to deliver either the whole or part of the services as defined in scope of work within the time period(s) specified in the agreement or any extension thereof granted by PURCHASER.
- If the Service provider, in the judgement of the MHRD, has engaged in fraudulent and corrupt practices or acted with mal-fide intentions in competing for or in execution of the Contract.
- If the Service Provider fails to perform as per the SLAs defined or any other obligation(s) and, if the Service Provider, in either of the above circumstances, does not cure its failure within a period of 30 days (or such longer period as Purchaser may authorize in writing) after receipt of the default notice from Purchaser.
- For convenience on a notice period of 30 days.
- In the event Purchaser terminates the Agreement in whole or in part, as per the above excluding for convenience, Purchaser may procure and install, upon such terms and in such manner as it deems appropriate, similar setup. It will be done at the risk and cost of the Service Provider. However, the Service Provider shall continue performance of the Contract to the extent not terminated.
- All data /reports collected by the bidder shall be returned to MHRD in its original form upon such terminations. Bidder shall not have any right on this database, which is proprietary to MHRD.

5.18 Termination for Insolvency

Purchaser may at any time terminate the Agreement by giving 30 (thirty) days written notice to the Service Provider without compensation to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action which has accrued or will accrue thereafter to Purchaser.

5.19 Indemnity

- The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Service Provider's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider
- The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed

engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.

- The Service Provide shall indemnify Purchaser against any third party claims against Purchaser arising as a consequence of the Service Providers actions under the resultant Contract to the extent that such action is caused by the sole actions of the Service Provider.
- Indemnity obligations under this provision shall include litigation costs.
- All claims regarding indemnity shall survive the termination or expiry of the Contract.

5.20 Exit

End of services being provided by the Service Provider due to termination, expiry of term of agreement or any other reason will involve following conditions:

- The Service Provider shall ensure transfer/ handover of entire data to MHRD, PMU for the respective states.
- The Service Provider shall handover the software to MHRD/ PMU at a notional fee of Rs 1.
- All details of the entire hardware shall be provided to MHRD/, PMU
- In case the agreement is terminated before the expiry of the term for reasons as specified in the RFP, the state shall have to right to negotiate with the other empanelled Service Provider for replacement for remaining of the contract term.

5.21 Resolution of Disputes

- If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days, give 15 days' notice thereof to the other Party in writing.
- The place of the arbitration shall be New Delhi, India.
- The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
- The proceedings of arbitration shall be in English language

5.22 Completeness of Response

- Bidder agencies are advised to study this RFP document carefully before submitting their proposals in response to this RFP. Submission of a proposal in response to this notice shall be deemed to have

been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

- A bid shall be considered Responsive only when the bidder's response to this RFP is full and complete in all respects.
- Failure to furnish all the information required in this RFP or submission of a proposal not responsive to the RFP in all aspects will be at the Bidder's risk and may result in rejection of the bidder's Proposal.

5.23 Evaluation Process

The process for evaluation of pre-qualification, technical and financial bids has been provided in this section.

5.23.1 Tender Evaluation Committee

- The Tender Evaluation Committee constituted by the MHRD involving representatives of NIC, MHRD and states that, shall evaluate the tenders
- The Tender Evaluation Committee shall comprise of Technical Evaluation Committee for evaluation of technical proposal and the Financial Evaluation Committee responsible for Financial evaluation.
- The decision of the Tender Evaluation Committee in the evaluation of the Pre Qualification, Technical and Financial bids shall be final. Technical Bid evaluation is to ensure that the proposed solution by the bidder meets the functional/technical requirements as outlined in the RFP Document. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- Tender Evaluation Committee will evaluate and compare the bids determined to be substantially responsive. It is Tender Evaluation Committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section.

5.23.2 Evaluation of Pre Qualification Bids

- Bidders need to fulfil all the pre-qualifications conditions mentioned in the Section 6.1
- The technical bids of only the pre qualified bidders will be taken up for further processing.

5.23.3 Evaluation of Technical Bids

- Technical bids of only those bidders will be opened whose pre qualification bid complies with the requirements mentioned in the RFP document
- To qualify the Technical Bid Evaluation the bidder must confirm to all the requirements stated in the RFP document

- All the bidders who secure a **Technical Score of 70% or more in each section/parameter** will be declared as technically qualified. The financial bids of only the technically qualified bidders will be opened for further processing. It is, however, clarified that, subject to other provisions of this Document, every bidder will have to fulfil the minimum technical specifications laid down in the RFP for being qualified technically.
- Technical bid will be examined based on criteria as detailed at Section 6.2.
- PURCHASER may also take a presentation, as it may deem necessary, from each or any of the bidders before finalizing the Technical Score
- PURCHASER may also seek additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in the Technical Bid documentation.

Technical evaluation of bidders shall be made on the basis of conformity to technical and operational requirements, and time schedule for execution of project.

- In order to assist in the examination, evaluation and comparison of Bids, the PURCHASER may at its discretion ask the Bidder for a clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted. However, while giving a clarification, a Bidder may offer a higher specification or model or higher level of service without any impact on Financial Bid to be opened subsequently. The envelopes containing Technical Bids of only the Eligible Bidders will be opened and the contents (particularly Fact Sheets) will be announced in the presence of all Bidders or their representatives.
- Before opening technical bids of the pre-qualified bidders, the envelope containing Bid Security shall be opened. If Bid Security is not provided or is not given in the required format or is not of prescribed value, such technical bids will not be opened.

5.24 Evaluation of Financial Bids

- Financial bids of only those bidders will be opened who are declared technically qualified as per the section given above.
- The financial bids will be evaluated on completeness and accuracy. If there are any arithmetical errors bid will be rejected. If there is a discrepancy between word and figures, the amount in words will prevail.
- The bidder whose price bid X (as defined in Section 8.1) is the lowest will be declared L1. The next higher will be declared L2 and so on.

5.25 Empanelment Criteria

- PURCHASER shall create an empanelment of up to 7 vendors through this RFP for a period of 5 years extendable up to 7 years based on conformity of both the Purchaser and Service Provider.

- PURCHASER will empanel upto 7 bidders whose proposal qualifies as per the minimum marks set for the technical evaluation and who match the lowest price bid i.e. the L1 bid.
- The first preference shall be given to the L1-L5/L7 vendors to match the L1 quote and get empanelled. Provided further that the bidder has demonstrated that it is qualified to perform services required for the project satisfactorily.
- First 6 bidders matching the L1 price shall be empanelled by the ministry.
- Any attempt by a Bidder to influence its bid evaluation process may result in the rejection of the Bidder's Bid.

5.26 Selection by States

Considering the aggressive time line for the project it is envisaged that MHRD shall undertake an empanelment process through open tender. The key highlights of the process are as follows:

1. **Selection by the States:** The states shall be given the right to choose among the empanelled vendors, the best suited one for each state. This selection shall be based on the presentations made by all the eligible empanelled vendors to the respective states. The state committees shall mark the priority against each vendor as per their suitability.
2. **Allocation of Vendor to the State:** To maintain the equitable distribution and also to make sure that vendors are assigned to all states so that the project can be expedited and no state is left unassigned, following conditions are laid out:
 - a. To assign the maximum limits of states per empanelled vendor following equation shall be used:
 - i. $\text{Maximum No. Of States that can be allocated to each vendor} = \frac{\text{Total no. Of States or UTs (35)}}{\text{No. Of empanelled vendors}}$
 - b. The composition of the Group of states for each SP shall be kept in the ratio in accordance with grouping of states, i. e. states from Group A, States from Group B, and States from Group C
 - c. In case of a tie between the two states on assignment of a particular SP following conditions shall be applicable:
 - i. The state in which the SP has Higher no. Of ongoing project shall be given the priority
 - ii. In case "i" is not applicable, state near which (near site) the SP has Higher no. Of ongoing project shall be given the priority
 - iii. In case both "i" & "ii" are not applicable, state where in the SP has stronger presence (office location/service/delivery centre) shall be given the priority.
 - iv. For all other cases committee's decision shall be final
 - d. In case State/UT fails to send the priority list to MHRD or its representative then Committee's decision shall be applicable.

6 Bid Preparation

6.1 Pre- Qualification Criteria

The bidder must ensure that documentary proofs are submitted for all the pre-qualification criteria mentioned below. Page numbers of the documentary proofs should be provided against the criteria.

#	Criteria	Supporting Documents Required
1*	Bidder should be a registered company/ firm in India under the Companies Act 1956 and should have a valid registered office in India with a valid Service Tax registration.	<ol style="list-style-type: none"> 1. Certificate of Incorporation/ Articles of Association 2. Service Tax Registration Certificate
2*	The bidder should be registered in India for providing BPO/ Call Center/ Contact Center/ ITeS related services. The bidder should hold a valid license for such business as currently provided by it in India	<p>Bidder must attach certificate for OSP license valid as per laws applicable in India for at least 5 years from the date of bidding</p> <p>If the license is getting expired within 5 years from date of bidding, the bidder is required to submit an undertaking securing an extension of the license for the contact duration duly signed and stamped by the authorized signatory of the bidder</p>
3	The bidder/any of the consortium members should not be currently blacklisted by any state/ center government/ PSUs as on the bid submission date.	<p>A self certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as of 1st August 2012 must be submitted on original letter head of the bidder with signature and stamp.</p> <p>In case the bidder has been blacklisted by any Central Govt/State Govt/PSU for NON FRAUDULENT activities, it is mandatory to enclose any such letter/communication from the Govt dept/PSU, along with the declaration given in Annexure to this</p>

		document.
4*	The bidder should have a minimum average annual turnover of Rs 10Cr from out-bound contact center operations for last 3 years. (2010- 11, 2009-10 & 2008-09)	Auditor's Certificate/ Financial Statements
5	The bidder/consortium shall have at least 100 agents/ FTE employed in delivering inbound contact center services as on 31 st march 2010	Certificate from HR/Employer
6	Bidder/consortium shall have a strong presence India	<ol style="list-style-type: none"> 1. Details of Ongoing projects in states 2. Details of office locations/delivery centers in India
7*	The bidder should have positive net worth (measured as paid up capital plus free reserves) for last 2 financial year s	Audited/Certified financial statements and Annual Report of 2009-10 & 2010-11
8	The bidder/consortium must have operated at least ONE automated contact centre for data collection through IVRS/SMS. This contact centre should have been in operation for more than 3 years in last 5 years	<ol style="list-style-type: none"> 1. Work Order/ Contract 2. Client Certificate/ Completion Certificate 3. Details of the project like client name, project value, duration, SLAs and geographical spread
9	The bidder/consortium should have experience in management /implementation of inbound/outbound services through multiple channels (IVRS/SMS/fax/email) for at least TWO clients in India.	<ol style="list-style-type: none"> 1. Work Order/ Contract 2. Client Certificate/ Completion Certificate. Evidence of Multiple Service Channels 3. Details of the project like client name, project value, duration, SLAs and geographical spread
10	Bidder should be ISO 9001 certified, as per Global Standards	<ol style="list-style-type: none"> 1. Copy of Certificates
11	The bidder/consortium should have demonstrated capability of serving customers in Hindi, English, and prominent regional languages like Punjabi, Kannada, Telgu, Tamil, Gujarati, Malyalam, Marathi, Bengali, Oriya etc through multiple channels (IVRS/SMS/fax/email) for at	<ol style="list-style-type: none"> 1. Work Order/ Contract 2. Client Certificate/ Completion Certificate 3. Company Secretary/Auditor certified

	least TWO clients in India with each client being provided support in at least 3 languages including English & hindi.	list of clients with details – name and number of languages supported, number of seats in each language
12	Bidder/consortium shall have handled at least 500,000 out-bound calls per month during the financial year 2010-11.	List of clients with out-bound calls handled per month for the FY 2010-11.

6.2 Technical Bid

Bidders would be evaluated on the following criteria as per the guidelines given.

S. No.	Criteria	Max Marks	Sub-head	Marks
1.	Average annual turnover from of providing inbound/outbound services through multiple channels (IVRS/SMS) *	10	>= 50 Crores	10
			< 50 Crores but >= 25 Crores	9
			< 25 Crores but >=10 Crores	8
2.	Experience in operating automated contact centre for data collection through IVRS/SMS	10	Supporting at least 3 clients in government domain	10
			Supporting at least 3 clients in private domain and less than 3 in Govt Domain	9
			Supporting at least 2 clients in the government/ private domain	8
			Supporting >=1 clients in government/ private domain	7
3.	Number of domestic outbound call center seats operational	10	>=100 seats operational in India	10
			>=75 seats but <100 seats operational in India	8
			>=50	7
4.	Monthly Call volume handled	15	>=1500000 calls	15
			>=500,000 calls but <15,000,00 calls	12
			>=500,000 calls	10

5.	Language Capability	10	Supporting clients, in minimum 5 regional languages excluding Hindi and English	10
			Supporting clients, in minimum 3 regional languages excluding Hindi and English	8
			Supporting clients, in minimum 3 regional languages including Hindi	7
6.	Proposed Methodology for 1 time collection of respondent's contact data.	20	1. Ensuring completeness & accuracy of data collected. 2. Methodology for completing data collection before go-live	5 5
7.	DR / BCP	10	Bidders shall be awarded marks for DR/ BCP approach proposed (as per section 4.10)	10
8.	Technical Presentation	15	Bidders shortlisted on basis of pre-qualification criteria will be asked to give presentation. Bidder will be expected to demonstrate the technical solution, overall project approach & Methodology and work flows.	-
Total Maximum Marks		100		

* The credentials of only the lead bidders shall be considered.

6.3 Financial Bid

- The financial bid should consists of:
 - a) A single financial cost giving the price per successful Transaction/ call (as defined in section 4.12) fee that Service Provider intends to charge from states for the services provided. It should be inclusive all taxes.
 - b) The single financial cost per transaction quoted in the Financial Schedule (Section 8.1) shall remain same for all the states/UTs.

7 Bid Submission

Bidder is expected to examine all instructions, forms, terms, and requirements in the bid document.

Submission of bid will be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD. The bid should be submitted as mentioned hereunder on or before.....

In order to participate in the bidding process, bidders should follow the procedure described below for submitting their bids. A failure to do so may result in the bid being eliminated at the examination stage as non-responsive. The documents comprising the bids are listed in section 6.

7.1 Important Points

7.1.1 Proposal Preparation Costs

The 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 PURCHASER to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. PURCHASER 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 PURCHASER to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.

All materials submitted by the bidder become the property of PURCHASER and may be returned completely at its sole discretion.

7.1.2 Signing of Communication to the PURCHASER

All communications to Purchaser including this RFP and the bid documents will be signed on each page by the authorized representative of the bidder along with authority letter attached with the bid.

7.1.3 Pre-Bid Meeting

PURCHASER will hold a pre-bid meeting with the prospective bidders on <date> at 3:00 p.m. at <Venue>. The Bidders will have to send their queries for Pre-Bid meeting prior latest by 3:00 p.m. <date> to Mr. <Name> by post or email.

7.1.4 Bidder inquiries and PURCHASER's responses

All enquiries / clarifications from the bidders, related to this RFP, must be directed in writing exclusively to the contact person notified in this RFP document.

The preferred mode of delivering written questions to the aforementioned contact person would be through mail or fax or email. Telephone calls will not be accepted. In no event will the Purchaser be responsible for ensuring that bidders' inquiries have been received by 3:00 p.m. The queries by the bidders will be provided in the following format

Pre –Bid Queries for the RFP of for Selection of Service Provider for Providing IVRS/ SMS Services for Monitoring of Mid Day Meal Scheme

S. No	Section	Sub Section	Page No	Clause of the RFP on which Clarification required	Clarification Required

After distribution of the RFP, the contact person notified by PURCHASER will begin accepting written questions from the bidders. PURCHASER will endeavour to provide a full, complete, accurate, and timely response to all questions. However, PURCHASER makes no representation or warranty as to the completeness or accuracy of any; neither response nor does PURCHASER undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be distributed to all.

No request for clarification from any bidder will be entertained after **<Date>** at 3:00 p.m.

7.1.5 Amendment of RFP Document

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

The amendment will be notified **on website** and will be binding on them.

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

The bidders are allowed resubmit their bid- if required, after such amendments

7.1.6 Supplemental information to the RFP

If PURCHASER 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 this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

7.1.7 PURCHASER's right to modify submission deadline

PURCHASER may, in exceptional circumstances and at its discretion, can extend the deadline for submission of proposals by issuing an corrigendum or by intimating all bidders who have been provided the proposal documents, in writing or by facsimile, in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

7.1.8 PURCHASER's right to terminate the process

PURCHASER may terminate the RFP process at any time and without assigning any reason. PURCHASER makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by PURCHASER. The bidder's participation in this process may result in PURCHASER selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by DIT to execute a contract or to continue negotiations. The PURCHASER may terminate negotiations at any time without assigning any reason.

7.1.9 Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and PURCHASER, shall be written in the English language. 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 English translation shall govern.

7.1.10 Firm Price

Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract. Prices should indicate the price at site and should include all state and central taxes, Viz. sales tax, service tax, excise & custom duties on the final finished outputs/services tendered for. The prices quoted should also include all rights (if any) of patent, registered design or trademark and the bidder shall indemnify PURCHASER against all claims in respect of the same.

7.1.11 Earnest Money Deposit and its amount (EMD)

Bidders shall submit, along with their Bids, EMD of Rs200,000,00.00 (Rupees Two Crore Only) in the form of a Bank Guarantee only in favour of Pay and Accounts Officer, Ministry of Human Resource and development , payable at Delhi, valid for six months. EMD in any other form shall not be entertained.

The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD.

Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 30 days after the empanelment to the Successful bidder

The EMD may be forfeited:

- If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
- In the case of a successful bidder, if the Bidder fails to sign the Agreement or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
- The EMD shall be submitted with the technical bid in a separately sealed envelope as mentioned in this section. Bids submitted without adequate EMD will be liable for rejection.

7.2 Submission of Bids

The bidders should submit their offers in three parts namely, "Pre Qualification Bid", "Technical bid" and "Financial bid" in three separate envelopes as described below.

- Bidders are required to submit three hard copies of each of the Pre Qualification Bid and Technical bid" marked as **Original**, **'First Copy'** and **'Second Copy'** respectively. Financial bid should be submitted in a single hard copy.
- The bidders should submit soft copy each of pre qualification and technical bid on non-rewritable CD media in a single file in PDF format marked as Pre Qualification Bid" and "Technical bid" respectively. The CD media must be duly signed using a permanent Pen/Marker and should bear the name of the bidder.
- The hardcopies and softcopy of the pre qualification and technical proposal should be in a single sealed envelope, clearly marked as "Pre Qualification Proposal from <Bidder's Name> and "Technical Proposal from <Bidder's Name>".

- Each copy of the bid should be a complete document and should be bound as a volume. The document should be page numbered, contain table of contents with page numbers and appropriately flagged. Different copies must be bound separately.
- The hardcopy of the financial proposal should be in a separate sealed envelope, clearly marked as “Financial Proposal from < Bidder’s Name>”.
- The Financial Proposal must contain the following:
 - The financial bid
 - Financial Bid letter
 - Detailed cost sheet (item wise)
- The three envelopes of pre qualification bid, technical bid and financial bid should be placed in a single sealed envelope super-scribing:

“Tender No <....>

**Proposal for Selection of Service Provider for Providing IVRS/ SMS Services for
Monitoring of Mid Day Meal Scheme**

Do NOT Open Before <date, time>”

- The complete proposal mentioned above, comprising three hard copies each of pre qualification and technical bid, one soft copy (on a non-rewriteable CD - an MS Word document (compatible with MS Word 2003 or 2007) or an Adobe Acrobat PDF) each of pre qualification and technical bid and one hard copy of financial bid, should be submitted to <Name> at the <address> before <date, time> --
- Please note that prices should not be indicated in the pre qualification or technical bid. Any bid in which prices are indicated in the qualification or technical bid will be disqualified.
- The Bid cover should also indicate the clearly name, address and telephone number of the bidder, to enable the bid to be returned unopened in case it is declared late.
- In case of any discrepancy between original hard copy document and the contents of soft copy on the CD, the information on the original paper document will prevail over the soft copy.

- **Late Applications:** Any application received after the last date and time for submission for the same, i.e., <<DAY MONTH YEAR>>, shall not be accepted. Applications received after the last date shall be summarily rejected and returned unopened.

8 Forms & Templates

8.1 Price Schedule

M / S _____ offers the following price per successful transaction (defined as per section 4.12 of the RFP) for providing IVRS/ SMS Services for Monitoring of Mid Day Meal Scheme to MHRD

Price X = INR..... (In figures)/ Successful transaction

Indian Rupees (In words) / Successful transaction

Note:

- a. L1 shall be decided based on the amount X filled in above
- b. All quotes should be covering charges for all services to be provided as per the scope of work mentioned in the RFP
- c. The above price is inclusive of all taxes and duties except service tax.
- d. The empanelled vendor shall be required to provide the services at Price X / transaction in any state that shall be added to its portfolio. The quote should consider the costs for setting up of infrastructure such as hardware, software licensing etc
- e. Rates should be quoted in figures and words without any errors, overwriting or corrections and should include all applicable taxes etc. In case of any discrepancy between the amount mentioned in numbers and words, the amount mentioned in words shall prevail

Signature of witness

Signature of the Bidder

Dated

Dated

Place

Place

(Company Seal)

8.2 Performa for Bid Security

To

.....

.....

.....

New Delhi – 110

Whereas _____ (hereinafter called 'the Bidder') has submitted its bid dated _____ for the _____.

(hereinafter called "the Bid") to Ministry of Human Resource Development (MHRD).

KNOW ALL MEN by these presents that WE _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto The National Informatics Centre (hereinafter called "the Purchaser") in the sum of Rupees

_____ 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 _____ 2011.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the bidder in the bid; 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 Bidder.

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 in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

8.3 Performa for Performance Bank Guarantee

Reference No. _____ Date _____
Bank _____ Guarantee _____ No. _____

To

.....

.....

New Delhi – 110 00..

Against contract vide advance acceptance of the Tender No. **Dated**..... covering
_____ (hereinafter called the said
'contract') entered into between <Name of the state> (hereinafter called the Purchaser) and
_____ (hereinafter called the Service Provider) this is to certify that at the request of the
Service Provider, we _____ (Name of the Bank), are holding in trust in favour
of the Purchaser, the amount of Rupees _____ (write the sum
herein words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be
caused to or suffered by the Purchaser by reason of any breach by the Service Provider of any of the terms
and conditions of the said contract and/ or in the performance thereof. We agree that the decision of the
Purchaser, whether any breach of any of the terms and conditions of the said contract and/ or in the
performance thereof has been committed by the Service Provider and the amount of loss or damage that
has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said
loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

We _____ (Name of the Bank) further agree that the guarantee
herein contained shall remain in full force and effect during the period that would be taken for satisfactory
performance and fulfilment in all respects of the said contract by the Service Provider i.e. till
_____ (viz. the date up to 24 months after the date of successful commissioning and
acceptance by the purchaser) hereinafter called the said date and that if any claim accrues or arises
against us _____ (Name of the Bank) by virtue of this guarantee
before the said date, the same shall be enforceable against us _____
(Name of the Bank), notwithstanding the fact that the same is enforced within six months' after the said
date, provided that notice of any such claim has been given to us
_____ (Name of the Bank), by the Purchaser before the said date.
Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect
from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that we
_____ (Name of the Bank), undertake not to revoke this guarantee
during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes
raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating
thereto our liability under this present bond being absolute and unequivocal. The payment so made by us
under this bond shall be a valid discharge of our liability for payment there under and the Service
Provider shall have no claim against us for making such payment.

We _____ (Name of the Bank), further agree that the Purchaser
shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the
terms and conditions of the said contract or to extend time of performance by the Service Provider from
time to time or to postpone for any time from time to time any of the power exercisable by the Purchaser
against the said Service Provider and to forebear or enforce any of the terms and conditions relating to the
said contract and we, _____ (Name of the Bank), shall not be
released from our liability under this guarantee by reason of any such variation or extension being granted

to the said Service Provider or for any forbearance by the Purchaser to the said Service Provider or for any forbearance and/ or omission on the part of the Purchaser or any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from liability under this guarantee. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.

Date _____

Place _____ Signature _____

Witness _____ Printed Name _____

(Bank's common seal)

8.4 Agreement Form

THIS AGREEMENT made on this _____ day of _____ between Ministry of Human Resource Development (MHRD) (hereinafter “the Purchaser”) of one part and “....Name of Service Provider (hereinafter “the Service Provider”) of the other part: WHEREAS the Purchaser is desirous that certain Survey services should be provided by the Service Provider viz., Data collection, data transfer in the States/UTs and has accepted a bid by the Service Provider for empanelment to deliver the services in the sum of _____ (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to. The following documents shall be deemed to form and be read and construed as part of this Agreement viz,

- The Scope of Work
- Service Levels and Key Performance Indicators
- General Conditions of Bidding
- The Purchaser’s Notification of Award

Brief particulars of the services, which shall be supplied/ provided by the Service Provider, are as under:

- Design, Development, Operationalization and Running of an IVRS based system for collection of Mid Day Meal Data and reporting of the same.
- Operation of a helpline / call center as per the requirements of the tender mentioned above
- Deployment of SPOCs and helpline/ call center agents as per the requirements of the RFP

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and the year first above written.

**Signed, Sealed and Delivered for
“National Informatics Centre”
by it’s constituted Attorney**

Signature
Name
Designation
Address
Company
Date

Company Seal

Witness I

Signature

**Signed, Sealed and Delivered for
M/s _____
by it’s constituted Attorney**

Signature
Name
Designation
Address
Company
Date

Company Seal

Witness II

Signature

Name
Designation
Address
Company
Date

Name
Designation
Address
Company
Date

9 Annexure A

S.No	Name of the State	Total No. Of Schools
Group A		
1	Rajasthan	159420
2	Uttar Pradesh	154076
3	Maharashtra	120957
4	Madhya Pradesh	114193
5	West Bengal	89349
6	Andhra Pradesh	79355
7	Bihar	71772
8	Assam	68881
9	Orissa	66773
10	Karnataka	56771
Group B		
11	Chhattisgarh	47694
12	Jharkhand	40832
13	Gujarat	37166
14	Tamil Nadu	36571
15	Punjab	22486
16	Jammu & Kashmir	22427
17	Uttarakhand	18291
18	Kerala	17387
19	Haryana	15434

20	Himachal Pradesh	15104
21	Meghalaya	10074
22	Tripura	6510
23	Arunachal Pradesh	4431
24	Manipur	3899
25	Delhi	3518
Group C		
26	Nagaland	2751
27	Mizoram	2468
28	Goa	1564
29	Sikkim	879
30	Pudducherry	457
31	A&N Islands	345
32	Chandigarh	311
33	D&N Haveli	282
34	Daman & Diu	96
35	Lakshadweep	54
	Total	1217651