

RFP for – Call Center for Ayushman Bharat – National Health Protection Mission (AB-NHPM).

Tender No.: S.12012/94/2018-NHA

Date of Publishing the RFP: 11.07.2018

Corrigendum No. 2 dated 23.07.2018

Basis the pre-bid meeting and pre-bid queries received on the RFP the National Health Agency (NHA) has decided to make the following changes in the RFP as described in the table below-

S. No.	RFP section reference	RFP clause	Modification/Change/Insertion
1.	Part II – Data Sheet, XII: Schedule of RFP	a. Last Date for submission of bids: 27 th July, 2018 (as updated through Corrigendum) b. Opening Technical Bid: 23 rd July 2018, Time: 03:00 pm c. Date of Technical Presentation: 24 th July 2018, Time: 10:00 am onwards d. Opening of Financial Bids: 30 th July 2018, Time: 11:00 am	a. Last Date for submission of bids: On or before 28th July, 2018, 02:00 pm b. Opening of pre-qualification bid: 28th July 2018, 02:30 pm. c. Opening Technical Bid: 30th July 2018, Time: 11:00 am d. Date of Technical Presentation: 30th July 2018, Time: 12:00 noon onwards. (5 minutes to each bidder to be provided) e. Opening of Financial Bids: 30th July 2018, Time: 05:00 pm
2.	Section II – Instructions to bidders, serial number 10 - Submission, Receipt and	New clause Inserted	The bidder to submit bids in 3 sealed envelopes viz.– a. Pre-qualification envelope (Besides the proposal for pre-qualification it should also contain the power of

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	Opening of Bids		<p>attorney or board resolution, EMD, Integrity pact)</p> <p>b. Technical Qualification Envelope – Bidders proposal against the technical evaluation criteria</p> <p>c. Financial/Commercial Bid – Bidders proposal against the financial/commercial criteria stated in the RFP.</p>
2.	ANNEXURE IX: PROFORMA FOR INTEGRITY PACT	New clause inserted	To be executed on Stamp Paper of Hundred (₹ 100.00) Rupees Stamp Paper.
3.	Section III – Scope of Work, VIII – Model of Implementation	The Call Centre can be established on a Hub and Spoke model administered from Delhi with overall seating capacity of 200 Call Centre Executives with ramp up capacity to 500 Call Centre executives in one month (extendable to 1000 within the contract period based on Project requirement and satisfactory performance) to register grievances, demands and suggestions and to provide information to the citizens.	New Clause Inserted - It is clarified that the call center may be established on a hub and a spoke model or otherwise as well. This is left at the discretion of the service provider, provided the desired requirements, SLAs and expectations of NHA as detailed in RFP are met by the service provider.
4.	Section III – Scope of Work, XII – Description of Services, 2- Infrastructure and Technology	New clause inserted	<p>a. The cost of MPLS/Internet bandwidth shall be borne by NHA.</p> <p>b. All costs related to Toll-Free Number shall be borne by NHA.</p> <p>c. The cost related to establishing PRI shall be borne by the service provider.</p>

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			d. Service provider has to ensure the business continuity in terms of any disasters and any outages.
5.	2: Selection of Firms (pdf page # 26)	Once the L1 Service Provider is identified, the Service Provider at L2 will be given first rights to match the L1 rate in order to receive an order for carrying out the services, in case L1 Service Provider is fail to sign the contract or fail to start the operation. In case, L2 is unable to match the rate quoted by L1, the option shall be passed to L3.	These clause are deleted from the RFP.
6.	3: Allocation of Volume (pdf page # 27)	Volume allocation of work between two service providers will be as per below table:	a. The clause (3: Allocation of Volume (pdf page # 27)) is deleted from the RFP. b. It is clarified that the contract shall be awarded following the LCS (Least cost system) method and shall be awarded to the bidder who qualifies against the lowest discovered rate i.e. L1 . In case of a tie at L1 then the bidder with higher technical score shall be awarded the contract.
7.	Section III – Scope of Work, XII – Description of Services, I- Business Services, I – Inbound/Outbound voice calls	The selected Service Provider shall provide inbound and outbound voice call services in the languages specified in the Schedule VIII of the Constitution of India.	This clause is replaced as under - The selected Service Provider shall provide inbound and outbound voice call services in the following languages- a. Hindi b. English c. Punjabi

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			d. Kannada e. Malayalam f. Telugu g. Tamil h. Gujarati i. Marathi j. Odia k. Bengali l. Assamese The vernacular languages to be included as we go-on in the project. It is also clarified that the distribution of agents among various vernacular languages will be given at a later stage and the bidder shall be provided with a lead time (as may be decided by NHA).
8.	Section III – Scope of Work, XII – Description of Services, I- Business Services, III- Replying Inbound E-Mails.	New clause Inserted	The bidder is required to provision for 5 % of resources for replying to Inbound E-Mails.
9.	7. Earnest Money Deposit (EMD)	New clause inserted	The bank details of NHA are as under- Account Number - 000701269645 A/c Holder – National Health Agency Branch Name – ICICI Bank Branch name : New Delhi IFSC code: ICIC0000007

S. No.	RFP section reference	RFP clause	Modification/Change/Insertion
10.	6.1 Payment of services (pdf page # 75)	<p>(a) The Proof of Booking and Dispatch of AB-NHPM Beneficiary Information Letter with Family Card shall be daily reported to the Purchaser in the format specified by the Purchaser.</p> <p>(b) The Purchaser shall take into account the Proof of Dispatch (PoD) as base. The payment will be calculated after multiplying such number of Articles with the discovered rate (No. of Articles as per PoD in a particular month X Discovered rate).</p> <p>(c) The amount payable shall be finalized after taking into account the Penalties and Exemptions, if any applicable.</p> <p>The Purchaser shall make the payment within 30 days of receiving the invoice from the Service Provider, subject to reconciliation process of Printing, Dispatch & Receipt of AB-NHPM Beneficiary Information Letter with Family Card, provided such invoices are undisputed and payable.</p>	<p>This clause is replaced as under –</p> <ol style="list-style-type: none"> a. The Service Provider shall be paid, as per the 'Discovered Cost' (L1) for carrying out/delivery of services as enumerated in the RFP. b. The amount payable shall be finalized after taking into account the Penalties and Exemptions, if any applicable. c. The NHA shall make the payment within 45 days of receiving the invoice from the Service Provider.
11.	Annexure I: Financial Bid Covering Letter	We agree to abide by this RFP, consisting of this letter, financial bid and all requisite supporting documents, for a period of 2 years from the closing date fixed for submission of bid as stipulated in the RFP document.	We agree to abide by this RFP, consisting of this letter, financial bid and all requisite supporting documents, for a period of 6 months from the closing date fixed for submission of bid as stipulated in the RFP document.

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12.	I - Business Services (pdf page # 34)	New clause inserted	Service provider needs to provide a solution which will integrate with NHA centralized application which has application data. Service provider to store/retain the call records and details for a period of one (1) year as per data privacy and security policy of NHA. The NHA application will provide enquiry on various modules and provision to submit grievances.
13.	II – Team Skills Ratio – Technical Evaluation Criteria (pdf page no. 24-25)	New clause inserted	The details as are mentioned in the table (Team Skills Ratio) are required to be submitted by the bidder duly signed by HR (Head) of the bidder.
14.	Table 2: Criteria For Pre-Qualification, Item no. 2 – supporting documents	Copies of Certificate & relevant documents like work orders proving experience in call Centre operations from the concerned clients.	This clause is replaced as – Certificate by Company Secretary
15.	14- Award of Contract (pdf page no. 15)	The Service Providers are expected to commence the services within 3 days of signing of Contract. In case the winning Service Provider(s) fails to start the services within 3 days of signing of contract, then the NHA may exercise the right to cancel the award of work to the selected Service Provider and award to the next lowest Service Provider or cancel the RFP, as the case may be. This would invite forfeiture of PBG. In exceptional cases, NHA	The Service Providers are expected to commence the services within 7 days of signing of Contract. In case the winning Service Provider(s) fails to start the services within 7 days of signing of contract, then the NHA may exercise the right to cancel the award of work to the selected Service Provider and award to the next lowest Service Provider or cancel the RFP, as the case may be. This would invite forfeiture of PBG. In exceptional cases, NHA

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		may grant extension if the delay is due to reason not in control of the Service Provider.	may grant extension if the delay is due to reason not in control of the Service Provider.
16.	3: Technical Evaluation Criteria, I- Past experience of the firm	New clause inserted	<p>a. The bidder to provide the following documents in respect to the past experiences-</p> <ul style="list-style-type: none"> i. Copy of the work order AND completion certificates from the client <p>OR</p> <ul style="list-style-type: none"> ii. Work order and self-certificate of completion certified by the statutory auditor/company secretary <p>OR</p> <ul style="list-style-type: none"> iii. Certificate by the Company Secretary of the bidder for the stated criteria and implementation status <p>b. The past/project experience can include global projects that are delivered from India.</p>
17.	X- Location of call center (pdf page # 32-33)	6. Central - Chhattisgarh, Odisha, Jharkhand	6. Central - Chhattisgarh, Odisha, Jharkhand and Madhya Pradesh.
18.	Annexure X: Checklist of Documents	Non-Disclosure Agreement	The format of Non-Disclosure agreement is appended at Annexure 1 of this Corrigendum.

Annexure 1

Format for Non-Disclosure Agreement

(To be executed on Stamp Paper of Hundred (INR 100.00) Rupees Stamp Paper)

This Non-Disclosure Agreement ("Non-Disc") is made and entered into ____ day of ____ month _____ year (effective date) by and between NHA ("Department") and _____ ("Company")

Whereas, Department and Company have entered into an Agreement ("Agreement") _____ effective _____ for _____; AND

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential
- c. Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;

- d. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - e. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - f. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - g. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. Onus - Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.
4. Exceptions - These restrictions as enumerated in this Agreement shall not apply to any Confidential Information:
 - a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b. After it has become generally available to the public without breach of this Agreement by Company; or
 - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d. Which Department agrees in writing is free of such restrictions.
 - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. Remedies - Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
6. Need to Know. Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.

7. Intellectual Property Rights Protection - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. No Conflict - The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. Authority - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. Dispute Resolution - If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to NHA, NHA
 - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - b. The place of arbitration shall be the New Delhi
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in English language.
 - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. Governing Law - This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at New Delhi, India only.
12. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. Amendments - No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. Binding Agreement - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. Severability - It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. Waiver - If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. Survival - Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. Non-solicitation - During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.

19. This Agreement shall remain valid up to 1 years from the date of completion of Operational and Functional testing.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department,

For Company

Name:

Name:

Title:

Title:

WITNESSES:

- 1.
- 2.