



REQUEST FOR PROPOSALS

Call Centre for Ayushman Bharat -
National Health Protection Mission (AB-
NHPM)

July 11, 2018

F. No. S.12012/94/2018-NHA

National Health Agency
343, Nirman Bhawan, Maulana Azad Road
New Delhi – 110011

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Disclaimer

The information contained in this Request for Proposal (RFP) Document is being provided to Service Providers on the terms and conditions set out in this Tender.

The purpose of this Tender Document (hereinafter called RFP: Request for Proposal) is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the NHA (National Health Agency) in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the NHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the RFP Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP Document and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

The NHA, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP Document or arising in any way for participation in this Bid Process. The NHA also accepts no liability of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

The NHA may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP Document. The issue of this RFP Document does not imply that the NHA is bound to select or appoint a Bidder, as the case may be, for the Project and the NHA reserves the right to reject all or any of the Bidder or Bids without assigning any reason whatsoever.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NHA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Service Provider and the NHA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

SECTION-I

INVITATION TO BID AND INTRODUCTION

PART-I: INVITATION TO BID:

1. The Chief Executive Officer, National Health Agency (NHA) invites proposal from reputed and reliable firms for the “**Call Centre for Ayushman Bharat-National Health Protection Mission (AB-NHPM)**”.
2. Bidders are advised to study the Bid document carefully.
3. Bidder shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, the tender will be completely rejected and EMD would be forfeited and the bidder is liable to be banned from doing business with NHA.
4. Not more than one tender shall be submitted by one bidder or bidders having a business relationship. Under no circumstance will father and his son(s) or other close relations who have a business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Intending bidders are advised to visit again NHA website www.abnhpm.gov.in at least 3 days prior to closing date of submission of tender for any corrigendum/addendum/amendment.
6. The Hard Copy of original instruments in respect of earnest money and original copy of affidavits must be delivered at the address as mentioned in the Data Sheet (Part II of Section-II of RFP) Bid will be rejected in case of non-receipt of original payment instrument like Demand Draft/any other accepted instrument etc. against the submitted bid.
7. Bids will be opened as per date/time as mentioned in the Data Sheet of Part II of Section II of the RFP.
8. Bids shall be submitted only manually as hard copy.
9. The Purchaser shall not be responsible for non-receipt/non-delivery of the Bid documents due to any reason whatsoever
10. The Request for Proposal consists of 6 Sections as mentioned below:

Section I Invitation to Bid and Introduction

Section II Instructions to Bidders

Section III Scope of Work

Section IV Service Level Agreements, KPIs, Waiver and Compensation
Section V General Conditions and Special Conditions of Contract
Section VI Annexures and Appendices

The response to the RFP should be uploaded on or before the date and time specified in the schedule for RFP in Data Sheet (Part II of Section-II).

11. The NHA reserves the right to reject any or all the Bids in whole or part without assigning any reasons.
12. This “Invitation to Bid” is non-transferable under any circumstances.
13. Address for Communication:
“Call Centre for Ayushman Bharat- National Health Protection Mission (AB-NHPM)”
General Manager (Administration)
National Health Agency
Government of India
343, Nirman Bhawan
New Delhi – 110011

PART-II: INTRODUCTION

1. Background

Ayushman Bharat - National Health Protection Mission (AB-NHPM) is an attempt to move from sectorial, segmented and fragmented approach of service delivery through various National and State/UT schemes to a bigger, more comprehensive and better converged need-based service delivery of secondary and tertiary care. It will not only increase the efficiency and reach but will also provide financial health protection for most of the hospitalisation cost thereby reducing out of pocket expenditure on health significantly.

2. Salient features of AB-NHPM are:

- Targeting over 10 crore poor and vulnerable beneficiary families. For identification of beneficiaries, AB-NHPM will use deprivation and automatic inclusion criteria for rural areas and defined occupational categories for urban from Socio-Economic Caste Census 2011 (SECC). All beneficiaries covered under Rashtriya Swasthya Bima Yojana (RSBY) but not included in eligible SECC beneficiary list will be automatically included.
- Eligible families entitled for cashless treatment benefits up to Rs 5 lakh per family per year at any (public or private) empanelled hospital across India (national portability).
- No cap on Family Size to ensure all members of designated families specifically girl child and senior citizens get coverage. Suggested to preferably make woman as the head of a family.

- Beneficiaries encouraged to bring NHA for the purpose of identification. However, benefits will not be denied under the Scheme in absence of NHA.
- Institutional Arrangement:
 - At Centre, a dedicated National Health Agency (NHA), headed by a full-time CEO, has been set up to facilitate implementation of AB-NHPM in the form of a Society.
 - States/ UTs advised to implement through a dedicated entity, State Health Agency (SHA). They can either use an existing Trust/ Society/ Not for Profit Company/ State Nodal Agency (SNA) or set up a new entity to implement the scheme.
- Responsibility of implementing AB-NHPM shall lie with States. They can choose preferred mode of implementation which can be either through Insurance Companies, Trust or a mixed approach.
- States can implement their own schemes in Alliance with AB-NHPM.
- A robust, modular, scalable and interoperable IT platform connecting NHA with SHAs and beneficiaries to the designated private and public health providers is being developed.
- Benefit package includes identified surgical, medical and daycare benefits of secondary and tertiary nature. Procedures also include lifesaving and emergency treatments that primarily account for catastrophic expenses for families.
- Payment for treatment on package rate (defined by the Government in advance) basis. States will have the flexibility to modify these rates as per guidelines.
- Public hospitals will get additional funds through claim payments from Insurance Companies/ Trust for treatment provided to beneficiaries. They can use this fund to strengthen their facilities and to provide incentives.
- While ensuring user convenience, AB-NHPM would create robust safeguards to prevent misuse/ fraud/ abuse by providers and users.
- A well-defined Complaint & Public Grievance Redressal Mechanism, actively utilising electronic, mobile platform, internet as well as social media, will be put in place.
- The ratio of contribution towards premium/cost between Centre and State will be 60:40 in all States except North Eastern States & 3 Himalayan States where the ratio is proposed to be 90:10. In the case of Union Territories, the Central contribution of premium is proposed to be 100% for UTs without legislature, while it is proposed to be 60:40 for those with legislature.
- Transfer of grant-in-aid as premium to the Insurance Company / actual cost to the Trust and administrative funds to SHA to be made through dedicated escrow accounts.

3. Role of Government of India/NHA

Government of India, through NHA, shall provide assistance to States for the implementation of AB-NHPM in both Trust mode and/ Insurance mode. In particular, the Government of India through NHA shall do the following:

- a) Central share of grant-in-aid: Release of Central share of grant-in-aid either as premium contribution (decided by competitive bidding) for Insurance Company mode, to the dedicated escrow account, or as actual claim for Trust mode including administrative expenses in a timely manner. Amount of Central share shall be the lowest of premium or actual claim and national ceiling.

- b) Fostering coordination for implementation of AB-NHPM in Alliance with State schemes: Fostering coordination with States for implementation of AB-NHPM in Alliance with State schemes which includes providing any support to SHAs as required. NHA will also coordinate with regulatory bodies including IRDAI and other initiatives/ agencies /authorities for sectoral reforms on behalf of the AB-NHPM.
- c) Database of beneficiaries: Providing database of eligible beneficiary families (AB-NHPM database) to the States. In case State is covering a larger number of beneficiaries than AB-NHPM under their own Scheme, they can use their own database, subject to an assurance by the State that all AB-NHPM eligible families (as decided by their inclusion in SECC database) have been included in the State database.
- d) Operational Guidelines and Model Tender Document (MTD) for selection of Insurance Company: Provide AB-NHPM operational guidelines and MTD and any possible modifications to it from time to time to States, as guiding posts for implementation under the ambit of the policy and the technology while providing requisite flexibility / discretion to the States (as per due process) to optimally chalk out the activities related to implementation in light of the special conditions of their own State/ UT. NHA will exercise general scrutiny on the tendering process carried out by States/SHA.
- e) National Portability: Laying down the process and terms for extending portability of benefits to all AB-NHPM beneficiaries at any empaneled health care providers (public and private) across India.
- f) IT System and Technical Support: Provide a Central IT platform with functional modules for identification of eligible beneficiaries, transaction and claim management and provision of all services under AB-NHPM. This will include Grievance Redressal platform and national helpline.
- g) Packages and criteria for empanelment of health care providers: Provide list of packages along with indicative rates for treatments under AB-NHPM. Criteria for empanelment of health care provider under AB-NHPM will also be provided. These can be adapted to State-specific situation as per defined process.
- h) Awareness Generation: Provide standard awareness-generation material dissemination to ensure uniformity in messaging to the beneficiaries which can be adapted to local language and specific requirements by the State.
- i) Training and Capacity Building: Provide standard training manuals for stakeholders and support the States in organizing training of trainers and other capacity building activities in the State.
- j) Review and monitor progress under AB-NHPM: Review the performance of the Scheme and monitor it on a regular basis and issue necessary directions from time to time.

4. Role of State Government/SHA

State Government shall set-up State Health Agency (SHA) as a dedicated entity, under the administrative control of State Department of Health and Family Welfare for implementation of AB-NHPM. Preparedness of the States is more important than any other factor for the success of AB-NHPM. In order to ensure the timely roll out of the scheme and effective implementation, States are expected to perform the following:

- a) Provide necessary approvals: Approvals for implementation of AB-NHPM and budget commitment for State contribution for premium and for incurring the administrative costs will be needed. Approval for expansion of the Scheme /Alliance with existing State schemes, cost for which will be borne by the State, will also need to be taken.
- b) Signing of Memorandum of Understanding (MoU) with NHA: State/SHA will sign a MoU to formalise the partnership with NHA for implementation of AB-NHPM.
- c) Institutional structure at State (SHA) and at districts: Decision on setting up of a new State Health Agency or identification of an existing agency, managing their own health insurance/ protection schemes, for implementing AB-NHPM. Appropriate staffing of to carry out its functions effectively with respect to implementation. Similarly, setting up of District structures responsible for implementing the scheme and monitoring at the District level is very important for the success of the Scheme.
- d) Data management: Availability of team at State/ SHA to manage the AB-NHPM data. If the State has decided to expand AB-NHPM to more category of beneficiaries then mapping of AB-NHPM and State scheme beneficiaries will need to be carried out.
- e) Decision on IT platform: State/SHA need to decide on the IT platform to be used for implementation of AB-NHPM, Central IT platform or their own IT platform (following data sharing guidelines). If using Central IT platform, decide on Central hosting or State level hosting (in case additional features or functionalities are required).
- f) Awareness generation and informing target beneficiaries about their entitlements: The success of the scheme to a large extent will depend on informing the beneficiaries about their entitlements. The awareness generation process, adopting various methods, will need to be a continuous activity to be carried out by the State.
- g) Tendering process for selection of Insurance Company or Setting-up / Identification of a Trust: For Insurance mode, carry out tendering process (based on MTD shared by NHA) for selection of an Insurer and signing of contract upon selection. OR Setting up of SHA / Trust with requisite capacities for implementation of AB-NHPM in Trust mode.
- h) Empanelment of Health Care Providers: The responsibility for empanelment of health care providers lies with the State Government/ SHA. The SHA may take support of Insurance Companies, if applicable and / or required. All public hospitals (CHC and above) will be deemed to be empaneled.
- i) Timely release of funds (to Insurance Company or to Hospitals): For Insurance mode, release premium to insurance company, through dedicated escrow account, in a timely manner as per

the defined guidelines. For Trust mode, timely claim payments to Empaneled Health Care Providers to be paid as per the defined guidelines.

- j) Monitoring: Monitoring the scheme effectively is the most important function of SHA and it shall set up a comprehensive monitoring system for AB-NHPM, which shall be integrated with IT system through data for fraud/ abuse prevention and control.

SECTION-II: INSTRUCTIONS TO BIDDERS

PART-I: GENERAL:

1. Definitions	<p>(a) “Bid” means the Financial Proposal consisting of documents as stipulated in this RFP.</p> <p>(b) “Bidder” means any entity that may provide or provides the Services to the Purchaser under the Contract.</p> <p>(c) "Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder’s team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.</p> <p>(d) “Instructions to Bidders” (Section II of the RFP) means the document which provides interested Bidders with all information required to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Service Provider.</p> <p>(e) “Service Provider” means the Bidder/s that has been selected by the Purchaser for execution of the services</p> <p>(f) “Purchaser” means, “National Health Agency” (NHA) with which the selected Bidder signs the Contract for the Services.</p> <p>(g) “Scope of Work” (SoW) explains the objectives, scope of work, activities, tasks to be performed and the respective responsibilities of the Purchaser and the Service Provider. It also includes the Service Level Agreement (SLA). A complete elaboration is available in Section III and Section IV of the RFP.</p> <p>(h) “Standard Contract” means the Annexure-III of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.</p> <p>(i) "Sub-Contractor” means any person or persons or firm/company or their legal representatives, successors, assignees to which part of contract has been sublet by the successful bidder after necessary consent of NHA.</p>
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<p>2. Procedure for Submission of Bids</p>	<p>The Bid should be submitted manually on the below mentioned address</p> <p>“General Manager (Administration), National Health Agency, 343, Nirman Bhawan, New Delhi-110011”</p>
<p>3. General</p>	<p>i) All the provisions listed out in the Request for Proposal (RFP) issued by the NHA shall be binding upon the participating Service Providers of this RFP.</p> <p>ii) NHA will select Service Providers, in accordance with the method of selection as detailed in Part-IV of Section-II “Selection Process”.</p> <p>iii) The detailed scope of the assignment/job has been described in the Scope of Work in Section III of RFP.</p> <p>iv) The date, time and address for submission of the bid have been given in Data Sheet at Part II of Section-II of RFP.</p> <p>v) Interested Service Providers are invited to upload the documents for Prequalification, Technical Bid and Financial Bid, strictly as per Part V of Section II – “Instructions on Bid Preparation and document Checklist”.</p>
	<p>vi) The NHA is not bound to accept any or all the bids and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Service Providers.</p>
<p>3.1 Only one Bid</p>	<p>A Service Provider shall upload only one Financial Bid. If a Service Provider submits or participates in more than one bid, such bids shall be disqualified.</p>
<p>3.2 Bid Validity</p>	<p>The Part II of Section-II ‘Data Sheet’ indicates the period for which the Service Providers’ Bid must remain valid after the submission date.</p>
<p>3.3 Consortium</p>	<p>Bids received from Consortiums will not be considered. Subcontracting of any work resulting from the tender is not allowed, except where the RFP explicitly allows for the Service Provider to enter into a contract with a third party.</p>
<p>3.4 Tenure of Contract</p>	<p>i) The tenure of the Contract shall be as specified in ‘Data Sheet’ at Part-II of Section-II and mentioned in GC and SC.</p> <p>ii) Extension of the contract: The contract may be extended as specified in ‘Data Sheet’ at Part-II of Section-II.</p>

	<p>iii) Termination of the contract: Notwithstanding the allocation of the volume of work during the Contract period and/or tenure of Contract, the NHA reserves the right to terminate the contract without prejudice or liability after giving notice as stipulated in GC and SC.</p>
<p>4. Clarification and Amendment of RFP Document</p>	<p>i) Service Providers may request a clarification in the RFP document up to the number of days indicated in ‘Data Sheet’, before the bid submission date. Any request for clarification must be sent by standard electronic means to the NHA’s address as indicated in the Data Sheet and Schedule.</p> <p>ii) At any time, before the submission of Bids, the NHA may amend the RFP by issuing an addendum/corrigendum in writing or by standard electronic means. The addendum/corrigendum issued shall be binding on all Service Providers.</p>
<p>5. Preparation of Financial bid</p>	<p>i) The preparation of the Financial Bid, as well as all related correspondence exchanged by the Service Providers and the NHA shall be in English.</p> <p>ii) The Financial Bid shall be prepared using the attached Standard Form as in Annexure-I and Annexure-II. It shall include all costs associated with the Service/Assignment. The financial bid shall not include any conditions attached to it. Any such conditional financial bid shall be summarily rejected.</p>
<p>6. Taxes</p>	<p>i) The Service Provider may be subject to taxes, such as, but not limited to GST, duties, fees, levies etc. on amounts payable by the NHA under the Contract. Service Providers shall mention all such taxes in quoted cost in the financial bid separately as per the format provided.</p> <p>ii) Service Providers shall provide the price of their services in Indian Rupees and up to two decimal places only (for example:- Rs 00.00)</p> <p>iii) The Service Provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred on the contracted Services to the NHA. If there is any reduction or increase in duties and taxes due to any reason whatsoever after submission of Bid by the Service Provider, the same shall be passed on to the NHA or Service Provider respectively. Service Provider shall provide the cost of the services and all applicable taxes separately as per the format provided in the RFP</p>

<p>7. Earnest Money Deposit (EMD)</p>	<ul style="list-style-type: none"> i) An EMD of the value as specified in the ‘Data Sheet’ may be deposited in the form of a Bank Guarantee drawn in favour of “National Health Agency” payable at New Delhi. ii) EMD in the form of Bank Guarantee will also be accepted from any of the commercial banks. The Bank Guarantee may be addressed to the “National Health Agency”. The Bank Guarantee should be valid for 45 days beyond bid validity period from the last date of submission of the bids. The Hard Copy of original instruments in respect of cost of tender document, earnest money, Original Copy of duly signed integrity pact and original copy of affidavits must be delivered at the address as mentioned in Data Sheet (Part II of Section-II of RFP) on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time. iii) The Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy of Department of Micro, Small and Medium Enterprises (MSME) or who are registered with the Central Purchase Organisation, or with the Ministry of Electronics and Information Technology (MeitY), or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from submission of EMD. Such Service Providers must furnish a valid certificate in this regard along with the bid. iv) Bids not accompanied by EMD shall be rejected as non-responsive. v) No interest shall be payable by the NHA for the sum deposited as Earnest Money Deposit. vi) The EMD of the unsuccessful Service Providers would be returned within 30 days of signing of the contract with the successful Service Provider.
<p>7.1 Forfeiture of EMD</p>	<p>The entire EMD shall be forfeited by the NHA in the following events:</p> <ul style="list-style-type: none"> i) If Service Provider withdraws its bid during the validity period or any extension agreed by the Service Provider thereof. ii) If the Service Provider varies or modifies its proposal in a manner not acceptable to the NHA after opening of Bid during the validity period or any extension thereof. iii) If the Service Provider tries to influence the evaluation process. iv) If the Service Provider/s selected as ‘Service Provider’ chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Service Provider).
<p>8. Tender Fees</p>	<p>The RFP is available free of cost.</p>

<p>9. Performance Bank Guarantee</p>	<ul style="list-style-type: none"> i) The selected Service Provider shall be required to furnish a Performance Bank Guarantee equivalent to 10% of the assessed project value of the contract for the Service Provider estimated on the basis of finalized rates, in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India in favour of ‘National Health Agency’ for the entire period of contract with additional 90 days claim period. ii) Performance Bank Guarantee shall be submitted by the successful bidder within 7 days of issuance of letter of intent or award of contract. iii) The successful Service Provider has to renew the Bank Guarantee on same terms and conditions for the period of extension of contract including claim period. iv) Performance Bank Guarantee would be returned after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Service Provider on any account under the contract v) On submission of this Performance Bank Guarantee and after signing of the contract, the demand draft/bank guarantee submitted towards EMD would be returned in original. vi) Noncompliance of given clauses by successful Service Provider shall constitute sufficient grounds for the annulment of award and forfeiture of EMD, in which event NHA may award contract to the next lowest evaluated Service Provider or invite fresh bids.
<p>10. Submission, Receipt and Opening of Bids</p>	<ul style="list-style-type: none"> i) An authorized representative of the Bidder shall initial/sign all pages of the original Financial Bid before submission. The authorization shall be in the form of a written power of attorney or board resolution in the name of the authorized signatory accompanying the technical bid and Financial Bid demonstrating that the representative has been duly authorized to sign. ii) For instructions on bid preparation and checklist of documents required for bid submission please refer Part-V of Section-II. iii) Any bid received by the Purchaser after the deadline for submission shall not be considered
<p>11. Right to Accept/ Reject the Bid</p>	<p>The NHA reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.</p>
<p>12. Public Opening and Evaluation</p>	<ul style="list-style-type: none"> i) Financial bids shall be opened on the date & time specified in the Schedule. ii) The NHA reserves the right to correct any computational errors.

of Financial Bids	iii) Award of contract to the qualified Service Provider will be done as per the process defined in Part-IV of section-II.
13. Disqualification	<p>NHA has the sole discretion to disqualify any Bidder(s) at any time during the evaluation of application, if the Bidder(s):</p> <ul style="list-style-type: none"> I. Submitted the application after the response deadline; II. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements; III. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three years; IV. Submitted an application that is not accompanied by required documentation or is non-responsive; V. Failed to provide clarifications related thereto, when sought; VI. Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;
14. Award of Contract	<ul style="list-style-type: none"> i) The NHA shall issue a 'Letter of Award of contract' to the selected Service Providers after acceptance of work plan. ii) The Service Providers will sign the contract within 7 days of notification of Award of contract. iii) 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 may grant extension if the delay is due to reason not in control of the Service Provider.
15. Termination of Contract	Notwithstanding the duration of the contract/ allocation of volume of work, the termination of the Contract is subject to the conditions as stipulated in General Conditions of Contract.

PART-II: DATA SHEET

S. No.	Details
I	<p>Name and Details of NHA: Any Communication should have subject line: RFP for CALL CENTRE OF AB-NHPM OF NHA</p>

	<p>Addressed to;</p> <p>General Manager (Administration) National Health Agency 343, Nirman Bhawan, Maulana Azad Road New Delhi – 110011</p>
II	<p>The Bid submission address is:</p> <p>Envelop should have subject line: RFP for CALL CENTRE OF AB-NHPM OF NHA</p> <p>Addressed to;</p> <p>General Manager (Administration) National Health Agency 343, Nirman Bhawan, Maulana Azad Road New Delhi – 110011</p> <p><i>(The Hard Copy of original instruments in respect of cost of tender document and, earnest money must be delivered to the above address on or before bid opening date/time as per the procedure defined in Part-V of Section-II and as specified in Schedule provided in the Data Sheet.)</i></p>
III	<p>Bids must remain valid for 6 Months after the closing date of bid.</p>
IV	<p>Tenure of Contract:</p> <p>The contract shall be in force for 3 years as mentioned in SC, subject to adherence to timelines/time frame and as per the terms and conditions of RFP.</p> <p>At the end of contract, and subject to extension, the cost payable for the respective services to the selected Service Provider shall be escalated by 10%, which shall be applicable for next two years.</p>
V	<p>Extension of Contract:</p> <p>The contract may be extended by a period of one year plus one year (up to Two years on ‘year on year’ basis or part thereof), subject to satisfactory performance by the Service Provider and acceptance of both the parties.</p> <p>Note: Performance of the service provider shall be considered as "satisfactory" for extension of the contract ONLY if "Total SLA penalty" levied during contract period does not exceed 10% of the total contract value executed at the time of consideration of the extension of the contract.</p>
VI	<p>Clarifications may be requested not later than the date defined in the Schedule.</p> <p>Clarifications may be e-mailed (only) to the following address: pm-nhpmission@gov.in</p>

	All email must have “Pre-Bid queries: RFP for Call Centre of NHA” as subject.
VII	Amount of EMD is Rs. 50 Lakh (Rs Fifty Lakh only) .
VIII	Tender Fee is waived off as per GFR 2017 guidelines.
IX	Performance Bank Guarantee will be 10% of the cost of estimated volume of work for each Service Provider.
X	Method of Selection: L 1 Discovered Rate (Least Cost based selection)
XI	Component Details: Call Centre Services for NHA
II	<p>Integrity Pact: Service Providers are required to submit the pre-contract integrity pact duly signed and witnessed as per ANNEXURE IX along with the bid in Part I of Packet 1. This will be signed by the authorized signatory of the Service Provider(s) with Name, Designation and seal of the company.</p> <p>Note: Contents of the Integrity pact shall come into force from the date of uploading of the bid.</p>

XIII **Schedule for RFP**

S#	Activity	Date & Time
1	Date of issue of the RFP	11 th July 2018
2	Pre-Bid Conference	16 th July 2018, Time: 3:00 pm
3	Last date for submission of written Queries	13 th July 2018, Time: 5:30 pm
4	Date for issue of clarifications	18 th July 2018
6	Last date for submission of bids	23 rd July 2018
7	Opening Technical Bids (along with qualification sheet)	23 rd July 2018, Time: 3:00 pm
8	Date of Technical Presentation	24 th July 2018, Time 10:00 am onwards
9	Opening of Financial bids	30 th July 2018, Time: 11:00 am

PART-III: ELIGIBILITY CRITERIA

1. Pre-Qualification Criteria

Evaluation of Pre-qualification criteria will be as per the information/response provided by the Service Providers against Pre-qualification criteria along with the relevant supporting documents.

Important: Those service providers who do not qualify Pre-Qualification Criteria(S) will not be considered for any further processing and are liable to be rejected.

TABLE 1. BASIC DETAILS OF THE SERVICE PROVIDER

1	Name of the Service Provider	
2	Mailing address	
3	Telephone and Fax Number	
4	E-mail address	
5	Name and designation of the person authorized to make commitments to NHA (<i>Certificate of Authority to be provided</i>)	
6	Year of establishment of firm	
7	Other financial activities of the firm/ company	

TABLE 2. CRITERIA FOR PRE-QUALIFICATION

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No) / Reference Page Number of supporting document	Detailed Remarks
1.	The Service Provider must be a Company registered in India under the Provisions of Companies Act 1956/2013	Copy of the Certificate of Incorporation/ Registration.		
2.	The Service Provider must have been in Call Centre Operations for at least 3 years as on 31.03.2018 .	Copies of Certificate & relevant documents like work orders proving experience in call Centre operations from the concerned clients.		

3.	<p>The Service Provider's average annual turnover from Call Centre Voice Operations in India, during the previous three financial years (2014-2015, 2015-2016 & 2016-2017) must be at least Rs. 100 Crore (Rupees Hundred crore only).</p>	<p>Certified copies of audited financial statements & annual report for the immediately preceding three financial years i.e. 2014-2015, 2015-2016 & 2016-2017.</p> <p>In case revenues from core Call Centre voice operations are not separately mentioned in the financial statement, a Certificate to the effect from the Service Provider's statutory auditor or Company Secretary of the firm is required to be furnished.</p>		
4.	<p>The Service Provider must have successfully "completed" OR "completed part of the ongoing" call Centre voice operation project(s) of the following values as on 30.06.2018:</p> <p>At least one project of value not less than Rs 25 Crore; OR At least two projects of values not less than Rs 15 Crore each; OR At least three projects of value not less than Rs 5 crores each;</p> <p>*a</p>	<p>"Satisfactory Work Completion "Certificate(s) with date from the client / CA / CS pertaining to the value of work done as on 30.06.2018.</p> <p>Also provide client reference(s) detailing Name, Designation, Phone and Email Ids.</p>		
5.	<p>The Service Provider should be a profitable organization in the last 3 years of operations as on 31.03.2018</p>	<p>Certificate from CA Firm / Copy of P&L statement and Balance Sheet approved by the Auditor.</p>		

6.	<p>The Service Provider or its wholly owned subsidiary providing BPO/Call Centre services or the parent company of whom the Service Provider is a wholly owned subsidiary providing BPO/Call Centre services, must have registered itself with Department of Telecommunication (DoT) as call Centre as required to be registered under Other Service Provider (OSP) category.</p>	<p>Copy of DOT certificate/OSP License for the proposed sites.</p>		
7.	<p>The Service Provider must have filed income tax returns for the three financial years (2014-2015, 2015-2016 & 2016-2017).</p>	<p>Certified copies of the ITRs filed by the entity for the immediately preceding three financial years i.e. 2014-2015, 2015-2016 & 2016-2017.</p>		
8.	<p>The Service Provider should not be blacklisted or debarred banned from participating or carrying out business with the NHA, MSME or Ministry of Electronics & IT or the entire Central Government at the time of the submission of the bid.</p> <p>An undertaking from the Service Provider, in this regard, should be submitted. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the Service Provider.</p>	<p>Certificate from the whole-time Company Secretary or Statutory Auditors of the Service Provider.</p>		
9.	<p>The Service Provider must have valid registration for Service Tax, ESI& EPF, GST and from applicable local body and labour laws and regulations.</p>	<p>Certificate from the whole-time Company Secretary or Statutory Auditors of the Service Provider.</p>		

10.	The Service Provider must have at least 1000 agents employed in delivering Call Centre voice operations as on 30-06-2018.	Certificate from the Service Provider's HR head / Company Secretary.		
11.	The Service Provider should have at least 500 inbound voice Call Centre seats operational at a single location in India as on 30-06-2018.	Certificate from the Service Provider's IT head / Company Secretary.		
12.	The Service Provider must have demonstrated capability of serving customers in Hindi, English, and at least two of the required vernacular languages - Kannada, Telugu, Tamil, Malayalam, Gujarati, Marathi, Bengali, Odia, Punjabi or Assamese.	Certificate from the Service Provider's Recruitment Head / HR head / Company Secretary.		
13.	The Service Provider should have following certifications at the time of bid submission: 1. ISO 27001:2013 2. ISO 9001:2008 / COPC 2014 or above	Copy of the certification valid on date of bidding.		

* a. In case the Service Provider is the result of merger / acquisition / takeover / buy / purchase of business or operations from another entity, at least one of the companies should satisfy the criteria as mentioned in table above.

Note: Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the CS/authorized signatory of the Service Provider. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

3. Technical-Qualification Criteria

TABLE 3. CRITERIA FOR TECHNICAL-QUALIFICATION

Sl. No.	Criteria	Description	Weight-age
I.	Past Experience of the Firm	Evaluation of experience of managing Contact Centres Operations in India.	30
II.	Team Skills Ratio	Evaluation of Service Provider's operational strength in India.	20
III.	Physical and Information Security and IT Infrastructure	Review of Physical and information/data security controls at the site of operation	30

IV.	Presentation of proposal to Evaluation Committee	Presentation of proposal to Evaluation Committee to measure if bidder understands NHA's expectation and assessment of the overall approach and the methodologies proposed by bidder for implementation of the project.	20
	Total weight-age		100

Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals are:

- Each criterion above shall be evaluated based on the following tables and proper weightage of marks shall be allotted.
- Total points for the above criteria: **100**
- The minimum technical score (St) required to pass is: **60**

I. PAST EXPERIENCE OF THE FIRM (30 Marks)

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

S. No.	Past Experience	Score	Maximum Score
1.	Experience in Setting-up/ managing (directly/sub-contracting) Call Centre operations for inbound/outbound calls within India.		30
	> 3 Govt/PSU Call Centre Services experience	30	
	2 to 3 Govt/PSU Call Centre Services experience	20	
	1 Govt/PSU Call Centre Services experience	10	
2.	Experience in handling inbound/outbound calls in regional languages (except English & Hindi) with a monthly average of 2000 calls in each regional language.		30
	7 or more.	30	
	Less than 7 but more than or equal to 4	20	
	Less than 4 but more than or equal to 2	10	
3.	Number of operational domestic Call Centre seats across all sites in India		20
	10000 or more	20	
	Less than 10000 but more than or equal to 5000	15	
	Less than 5000 but more than or equal to 3000	10	
	Less than 3000 but more than or equal to 1000	5	
4.	Managing Call Centre operations for Client's India operations with over 100 operational seats (for each client)		20
	>6 Clients	20	
	5 to 6 clients	15	
	3 to 4 Clients	10	
Total			100

II. TEAM SKILLS RATIO (20 Marks)

The service providers are required to provide responses as per the below table which would be used for evaluating the service providers on the strength & Ratios of the skills and experience of existing team with respect to the requirements of this project.

Current Strength of Agents and its ratio for roles (as mentioned in below Table) in bidder's organization with experience on call centre voice operations in India for Govt / PSU / Nationalized Banks / Air carriers (operating in India) / Telecom Service Providers (TSPs) Projects.

S. No.	Post	10 Marks	15 Marks	20 Marks	Marks Obtained
1	CCE / Sr. CCE	0-500	501-1000	>1000	
2	TL / Supervisor	1 for More than 15 Agents	1 for 15 Agents	1 for Less than 15 Agents	
3	AM	1 for More than 75 Agents	1 for 75 Agents	1 for Less than 75 Agents	
4	QE	1 for More than 30 Agents	1 for 30 Agents	1 for Less than 30 Agents	
5	Trainer	1 for More than 50 Agents	1 for 50 Agents	1 for Less than 50 Agents	
Total (Max: 100)					
Average (Max: 20)					

III. PHYSICAL AND INFORMATION SECURITY AND IT INFRASTRUCTURE (30 Marks)

Review of Physical and information/data security controls at the site of operation.

The service providers are required to provide the detailed list of information, data and physical security controls that are deployed at the service provider's Contact Centre sites (with at least one of the sites being the one that is proposed by the service provider for NHA operations).

The service providers are also required to provide a copy of all available data, information and physical security related certifications including DSCI, ISO27001, BS10012, etc.

Some of the prominent security features may include:

- Physical Security:**
 - o Round the clock Security Guards
 - o CCTV camera with hours of recording saved / Archived
 - o Restricted physical entry (e.g. biometric Access-based) in premises entry
 - o Employee Verification
- Data Security**
 - o Information security measures like no USB/Mobile access on floor etc
- IT Infrastructure**
 - o Type of Hardware Utilized
 - o Type of Software Deployed
 - o Type of Network Systems
 - o Data Centre abilities

The Service Provider should also give an undertaking of all the Data security measures being followed as per Government of India Information Security guidelines.

IV. PRESENTATION OF PROPOSAL TO EVALUATION COMMITTEE (20 Marks)

All bidders who meet the Pre-Qualification criteria may be invited to make a 30-minute Presentation on their proposal to Evaluation Committee to measure if Service Provider understands NHA's expectation and Assessment of the overall approach and the methodologies for implementation of project.

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

The presentation must contain the details on the subjects given below.

Presentation Agenda

- i. Introduction to Organization
- ii. Proposed Contact Centre service and relevant details
- iii. Contact Centre management and governance approach
- iv. Project implementation plan
- v. Internal Review and Quality Control Plan
- vi. Training of Staff Plan
- vii. Innovation and features beyond proposed requirements

Assessment of the overall approach and the methodologies for implementation of project will be as per below matrix.

Sl. No.	Criteria	Score
1.	Overall implementation methodology	20
2.	Methodology for performing business design.	20
3.	Methodology for quality control	10
4.	Methodology of internal review mechanism of deliverables by the service provider.	10
5.	Existing & Proposed methodology for training of the staff.	20
6.	Innovation and features beyond proposed requirements.	20
Total		100

The Bidder is also required to provide particulars and video(s) for **Two** reference Sites where the bidder is providing services for Contact Centre operations in India, preferably for Govt / PSU / Nationalized Banks / Air carriers (operating in India) / Telecom Service Providers (TSPs) contact Centre services for the following services, and **is proposing as one of the sites for NHA Services:**

- Inbound call handling
- Outbound call handling

Important:

- i. Bidder must submit the presentation and video detailing the facilities (in-line with NHA requirements) of the proposed location(s) with the bid.
- ii. NHA reserves the right to visit the same and include the same for evaluation.

- iii. Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.

PART-IV: SELECTION PROCESS

1. EVALUATION OF PROPOSALS: The evaluation of the proposal will be done in 3 parts:

1. **Preliminary Scrutiny:** Each proposal will be scrutinized by a Screening Committee of NHA to determine whether the documents have been properly signed, all relevant papers submitted and the proposal is in order. Proposals not conforming to such requirements will be prima facie rejected.
2. **Pre-Qualification:** The minimum qualifying criteria mentioned in **Table-2 of Part-III of Section II** will need to be met to be considered for technical evaluation.
3. **Technical Evaluation:**
 - a. All Service Providers who meet the Pre-Qualification criteria may be invited to make a maximum of 30-minute Presentation, as indicated in **Clause IV of Table-3 at Part-III of Section-II**.
 - b. The bid will be evaluated based on the weightings and parameters detailed in **Table-3 of Part-III of Section-II**. Based on the 'Evaluation Parameters', points shall be awarded and Total Technical Score (TS) computed for each bid. It is mandatory for the Service Providers to secure minimum qualifying points of **60** on overall maximum score.
 - c. In order to qualify as 'Technically Qualified Service Provider' (TQB), the Service Providers should have scored a minimum of **60 marks**. Only TQBs with minimum of **60 marks** will be considered for Commercial Evaluation.

2. SELECTION OF FIRMS:

1. The Financial Bids of only the 'Technically Qualified Service Providers' will be opened to prepare first list of L1, L2 etc.
2. The lowest rate L1 received from a qualified Service Provider will be treated as the "**Discovered Rate**".
3. 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.
4. In case, L2 is unable to match the rate quoted by L1, the option shall be passed to L3.
5. In case of a tie:
 - A. In case of a tie between 2 Service Providers at L1 level (Discovered Rate), no further bid will be considered for L2. Service Provider with higher technical score shall be treated as L1 and other as L2. Remaining qualifying Service Providers will be treated as L3 and so forth.

- B. In case of a tie among 3 or more Service Providers at L1 level, no further bid will be considered for L2. Service Provider with highest technical score shall be treated as L1 and next to highest technical scorer shall be considered as L2. Rest shall be considered as L3 and so forth.
- C. In case of a tie between 2 qualifying Service Providers at L2 level, Service Provider with highest technical score shall be treated as L2.
- 6. In case only one Service Provider qualifies after the technical evaluation, NHA will have right to select the single qualified Service Provider or cancel the RFP.
- 7. Service Provider needs to provide their financial bid as per the format provided in the RFP. Financial evaluation shall be conducted on the basis of the unit rate quoted by the respective Service Providers.
- 8. The NHA reserves the right to call for a second bid process to select a firm for execution of the project.

3. ALLOCATION OF VOLUME:

Volume allocation of work between two service providers will be as per below table:

Service	L1 (Discovered Rate)	Matching L1
Inbound Calls	60%	40%
Emails	100%	0%
Chat Services	100%	0%
Outbound Calling	As and when required, Volumes distribution will be decided by NHA based on past/ongoing performance.	

In case, any of the service provider is not able to provide services as per RFP, NHA reserves the right to allocate the volume to the existing/other service provider both partially or fully.

In case, the existing service provider(s) is also not able to take up the additional volume of work then NHA reserves the right to invite another RFP.

PART-V: INSTRUCTIONS ON BID PREPARATION AND DOCUMENTS CHECKLIST:

1. Submission Process

- 1.1 The bid shall be submitted manually in two packets i.e. Two Bid system (Pre-Qualification/Technical bid and commercial bid), and bidder must follow the procedure as detailed in the Part-I (General) of Section II.

- 1.2 The bid shall be submitted manually, the signed and scanned copy of all the required documents in –
 - (A) Packet-1 having 2 parts, viz.
 - Part I – Prequalification sheets (Checklist with Y/N as mentioned in the Table-2 of Part-III under Section II + Supporting Documents as per checklist) + EMD
 - Part II - Technical Bid Submission (All the supporting documents as required in Table-3 of Part-III under Section II)
 - (B) Packet-2 having viz.
 - Part I - Financial Bid Submission (Covering letter for financial bid as per Annexure-I of Section VI + all the required supporting)
 - Part II – Financial Bid as per Annexure II
- 1.3 All the pages of bid being submitted must be signed by the authorized signatory and sequentially numbered by the bidder irrespective of nature of content of the documents and must contain the list of contents with page numbers before uploading.
- 1.4 The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.
- 1.5 Original Instruments for EMD (as per Bank Guarantee Format in Appendix C) must be submitted on or before the last date and time of submission of Bids to the address, date and time as mentioned in the Data Sheet (Part II of Section-II of RFP).

2. FINANCIAL BID FORMS

1. The bidder shall quote the **total per unit cost of a Call Centre Seat** for providing services as per the Scope of Work given in Section III which shall exclude all the statutory taxes, levies, duties etc. The **total per unit cost of a ‘Call Centre Seat’** quoted shall be inclusive of all costs for providing other additional services specified in the ‘Scope of Work’. The total cost quoted shall be inclusive of all incidental expenses. The ‘Cost’ should be exclusive of all taxes, such as, but not limited to GST, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract.
2. Bidder must quote only one cost. Cost shall be provided up to two decimal places.
3. Bidder shall also separately mention all the statutory taxes, levies, duties etc.

3. FINANCIAL BID COVERING LETTER

The Bidders shall submit the Financial Bid Covering Letter as given in Annexure I of Section-VI.

4. FINANCIAL BID FORM

The Bidders shall submit the Financial Bid Form as given in Annexure-II along with covering letter as specified in Annexure-I. Financial Bids which are not submitted as per the Financial Bid Forms shall be summarily rejected. Any conditional bids shall also be summarily rejected during the evaluation of the financial bids.

5. CHECKLIST

S. No.	Category	Detailed description	Compliance (Yes/No)
1.	Pre-Qualification Criteria	Signed and scanned copy of List and Supporting Documents as per Table-2 and of Part-III of Section II. Earnest Money Deposit	
2.	Technical Evaluation Criteria	Signed and scanned copy of List and Supporting Documents as per Table-3 of Part-III of Section II + copy of presentation + video (In a CD/pen drive as part of the proposal to be submitted by service provider)	
3.	Commercial Bid	Commercial bid filled out in the formats as specified in Annexure I & Annexure II of Section-VI.	

SECTION-III: SCOPE OF WORK

I. Background

The National Health Agency (hereinafter referred to as “NHA”) is the apex government body responsible for the implementation of the Flagship Programme “**Ayushman Bharat National Health Protection Mission (AB-NHPM)**”.

II. About AB-NHPM

The Centrally Sponsored - Ayushman Bharat National Health Protection Mission (AB-NHPM) is anchored in the NHA. The scheme provides a benefit cover of Rs. 5,00,000 (Rupees Five Lakh only) per family per year. The target beneficiaries of the proposed scheme will be more than 10 (ten) crore families belonging to poor and vulnerable populations. The AB-NHPM will subsume the on-going centrally sponsored schemes - Rashtriya Swasthya Bima Yojana (RSBY) and the Senior Citizen Health Insurance Scheme (SCHIS).

The objective is increased access to quality health and medication. In addition, the unmet needs of the population which remain hidden due to lack of financial resources will be catered to. This will lead to timely treatments, improvements in health outcomes, patient satisfaction, improvement in productivity and efficiency, job creation thus leading to improvement in quality of life.

The AB-NHPM will be rolled out across all States/Union Territories in all districts with an objective to cover all the targeted beneficiaries. The State Governments will be allowed to expand the AB-NHPM both horizontally and vertically. States will be free to choose the modalities for implementation. They can implement either through an insurance company or directly through a Trust/ Society or a mixed model.

The beneficiaries can avail benefits in both public and empanelled private facilities. All public hospitals in the States implementing the AB-NHPM will be deemed empanelled for the Scheme. Hospitals belonging to the Employee State Insurance Corporation (ESIC) may also be empanelled based on the bed occupancy ratio parameter. As for private hospitals, they will be empanelled online based on defined criteria.

Project Duration: This selection process will result in a contract for 3 (three) years.

III. Need of the Project

For one of the largest government-sponsored health insurance scheme such as the AB-NHPM, it is critical to ensure that the beneficiaries and other stakeholders have seamless and timely access to the required information and access of services to the targeted beneficiary families. While each state implementing the AB-NHPM scheme will have its dedicated call Centre to address NHPM related queries and will provide state-specific information to the beneficiaries regarding entitlement of AB-NHPM, access of services, and grievance redressal, a National Call Centre (NCC) with a national Toll-free number will be established (a short code 14555 (toll-free)).

The AB-NHPM National Call Centre aims to provide a common platform in the country and shall handle incoming and outgoing telephone calls from/ to the citizens/ Insurance Companies/ Health Service Providers (hereinafter called HSP), State Health Agencies and other stakeholders. The AB-NHPM National Call Centre will:

- Address the information needs of citizens and beneficiaries and other stakeholders across the country including from states that participate and those that are not participating in AB-NHPM.

- Facilitate access to national portability of the benefits to the AB-NHPM beneficiaries who may be outside their state and in need of services they are entitled to as envisioned within the AB-NHPM portability facility.
- Register system-based escalation of complaints/grievances (based on timeframe for resolution/ nature of grievance/ automatic escalation based on escalation matrix) and record their closure/resolution in the national portal.

The National Call Centre solution will also have geotagging capabilities which shall enable the government to serve the citizens in efficient and effective ways. This capability will enable a call from a citizen to be automatically identified by location and routed to the nearest identified Call Centre location if needed. This also includes the existing or proposed geo-tagging of all HSPs, government offices and other places of stakeholders. The Call Centre solution shall have data analytics capabilities and use the latest technology interventions to be used as contact Centre like Chat Bot in Portal, Social media pages.

IV. Objective of the Call Centre

The objective of the Call Centre is below.

- (a) **Provide information on AB-NHPM** on entitlement, benefit cover, enrollment, process for availing benefits, empanelled providers, national portability, etc.
- (b) **Facilitate access to national portability** of the benefits to the AB-NHPM beneficiaries who may be outside their state and in need of services they are entitled to as envisioned within the AB-NHPM portability facility.
- (c) **Support management of grievances** associated with AB-NHPM as per defined protocols through registration, acknowledgement, resolution, escalation and feedback.
- (d) **Capture views and concerns** of care seeking population, empanelled providers and other stakeholders.
- (e) **Serve as a data hub** for AB-NHPM for data analytics as an input for decision making.

V. Key Stakeholders

- (a) Citizens and beneficiaries
- (b) Government departments, agencies, officials of Government Agencies
- (c) Insurance Companies/TPAs
- (d) Health Service Providers
- (e) NHA: The nodal agency for execution of Call Centre project
- (f) SHA: State Health Agency
- (g) Other stakeholders

VI. Vision

The Call Centre is an effort to provide access to timely information and address citizens' grievances through multichannel approach at their convenience and effectively redress them in a time bound manner.

VII. Mission

The Call Centre shall work towards improving and monitoring of citizen complaint redressal by officials of the concerned Government Agencies at various levels.

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.

Key information of the model

1. AB-NHPM National Call Centre will have the multi-lingual capacity and will be set up for inbound and outbound calls from across India.
2. The calls will be handled by a call centre agent in Hindi, English, or any of the language as desired by the caller (as detailed in subsequent section). Based on experience some of these calls may be automated and handled through Interactive Voice Response (IVR) for which the protocol will be provided as needed by the NHA.
3. Based on standard operating procedures (SOP) the calls will be routed to participating the AB-NHPM States.
4. The standard operating procedure (SoP) of grievance handling and data sharing between the AB-NHPM states and National Call Centre will be provided by the NHA and will need to be followed.
5. The Service Provider will support storage of information of National Call Centre and the AB-NHPM participating state call Centre to the National Call Centre database as per established protocols.

IX. State/UTs and other stakeholders support

Since this work involves stakeholders from across country, the Service Provider is supposed to have a dedicated team of professionals who will communicate with state and other agencies to support during the onboarding and then management of functions associated with that agencies. The Service Provider shall do the following indicative tasks;

- (a) Prepare the data sharing protocols and provide support during data sharing.
- (b) Provide checklist and support in self-assessment of state to onboard.
- (c) Once the assessment is complete, suggest the capacity enhancement activities to be carried out.
- (d) If the state is willing to use the National Call Centre, then onboard the scheme as per the standard SoPs and protocols. If any documentation or planning is required for the dedicated team of professionals from the Service Provider will support.

X. Location of Call Centre

The complete Call Centre system can be administered by the central location in Delhi. The Service provider may use Hub and Spoke Model and following are the proposed zones, where the Service Provider can establish the Zonal Call Centre:

S. No.	Zone	Covering State
1	UP	Uttar Pradesh, NHA, Delhi
2	East	Arunachal Pradesh, Nagaland, Manipur, Mizoram, Assam Meghalaya, Tripura, West Bengal, Sikkim, Bihar
3	West	Gujarat, Rajasthan, Maharashtra, Goa, UT of Daman & Diu & Dadra and Nagar Haveli.

4	North	Jammu & Kashmir, Himachal Pradesh, Punjab, Uttarakhand, Haryana, UT of Chandigarh
5	South	Tamil Nadu, Kerala, Andhra Pradesh, Karnataka, Telangana, Puducherry, UT of Andaman & Nicobar, Lakshadweep and Puducherry.
6	Central	Chhattisgarh, Odisha, Jharkhand

XI. Commencement of Call Centre Services

The suggestive zone-wise breakup for the call centre can be as following:

I. Phase 1 (within 5 weeks)

S. No.	Zone	Duration (Post signing of contract)	No. of Seats	No. of Seats (in the incremental figure)
1	Central	1 st week	30	30
		2 nd week	30	60
2	UP	3 rd week	25	85
3	North	3 rd week	30	115
4	West	3 rd week	30	145
5	East	4 th week	30	175
6	South	5 th week	25	200

II. Phase 2 (within 3 months)

Based on the experience the number of seats will be expanded and the number seats would be mutually agreed between NHA and Service Provider.

XII. DESCRIPTION OF SERVICES

After selection of Service Provider through this RFP process, the Service Provider will be required to deliver the services as per the requirements detailed in this section.

The scope of work that needs to be provided by the successful Service Provider can be broadly classified into the following areas:

- 1. BUSINESS SERVICES**
- 2. INFRASTRUCTURE & TECHNOLOGY**
- 3. RESOURCES ON-BOARDING**
- 4. TRAINING**
- 5. QUALITY ASSURANCE**
- 6. REPORTING AND ANALYTICS**

1. BUSINESS SERVICES

The business services that shall be provided by the Selected Service Provider can be broadly categorized as:

- I. Handling inbound voice calls.
- II. Making outbound voice calls.
- III. Replying inbound E-mails.
- IV. Replying Inbound Chats.
- V. End-to-End Responsibility.

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.

Most of the queries / grievances may be resolved by the Call Centre Executives (CCEs) using the information available. For unresolved queries / grievances, the Service Provider shall forward the cases to the concerned departments within the NHA eco-system using proper escalation mechanism using NHA's application. The escalation mechanism will be explained in detail during the orientation training. The Beneficiary Identification System (BIS) database, Health Service Providers, Insurance Companies Details, contact details of the official in the eco-system including state will be provided for use of addressing queries related to beneficiaries, citizen and other stakeholders.

** Note: - In future NHA may decide to include other languages as per the languages in the 8th schedule of Indian Constitution. The same will be notified through official communication two (2) months in Advance. The selected Service Provider shall provide vernacular language agents of these languages at no extra cost to NHA.*

II. Outbound Voice Calls

Outbound call service shall be used to respond to queries / grievances of stakeholders not hitherto resolved earlier or for any specific survey or for pro-actively obtaining feedback on services delivered or any other scenario as decided by NHA.

The outbound calls shall also be provided in the same languages as listed above for Inbound voice Calls. The calls/scenarios that require outbound dialling, will be explained in detail during the orientation training or any later stage during the tenure of the contract.

III. Inbound E-mails

The selected service shall reply to inbound emails received on pm-nhpmission@gov.in, using CRM email module. Emails shall only be answered in English. Any Non- English emails will be forwarded to concerned regional offices of NHA using CRM or any other system made available by NHA, no cost will be given on such e-mails.

IV. Replying Inbound Chats.

The selected Service Provider shall reply to inbound chats received on website www.abnhpm.gov.in. Currently chats shall only be answered in English, however, in future other languages may also be introduced.

V. End-to-End Responsibility

The Service Provider shall work jointly with NHA to identify problem and queries for which the current Standard Response Template (SRTs) or FAQs do not provide any answers. These may be shared with NHA on regular basis and new SRTs or FAQs may be prepared by coordinating with NHA. The Service Provider shall also work closely with NHA in developing workflow, escalation procedures and reporting mechanism for resolution of queries/grievances through different resolver groups like ROs, Various HQ Divisions, AUAs, Tech Centre etc.

A review meeting with Senior Operations member may be called upon from time to time. It is clarified here that NHA shall not make any additional payment in respect for any travel made for this purpose.

2. INFRASTRUCTURE & TECHNOLOGY

- The selected Service Provider shall provide Call Centre services on an outsourced model i.e. from its premises. Cost of the entire necessary infrastructure such as Software, Application, Dialler, CRM, Office space, workstation, softphone, headsets, connectivity etc. shall be borne by the Service Provider.
- The selected Service Provider shall be responsible for procurement and deployment of the routers (primary and secondary) DR site. The selected Service Provider shall be responsible for maintenance of the routers placed in DR site.
- The routers provided by the selected provider must have at least 1 Gigabyte FC multimode port or higher.
- All network devices used for NHA ecosystem shall be monitored by NHA monitoring tool. The same should be supported by the Service Provider.
- The selected Service Provider shall provide the required space, infrastructure, etc... in its premises to install Media Gateway for outbound dialling.

Details of workstation configuration and other arrangements needed to be provided by the selected Service Provider is listed below: -

Sl. No.	Component	Description/ Recommended Configuration
1.	Workstation	Processor: - Core 2 Duo 1.8Ghz or higher Memory: - 4-GB RAM or more Display: - Super VGA with a resolution higher than 1024 x 768 Operating System: - Windows 7 or higher
2.	Softphone	The selected Service Provider is required to provide softphone.

3.	Headset	Compatible Headset for 100% workstation, with Y-jacking facility in at-least 25 % of the workstations. Headset quality should be at par with market standards with features like noise reduction etc to ensure high level of service and customer experience.
4.	Video Conferencing Facility	Service Providers shall ensure availability of video conferencing facility at all locations of Services with NHA for frequent remote touch base regarding day to day updates, trainings, etc.

Note: Service Provider is also expected to keep provision of 1 seat at each site of NHA operations for NHA resource. In future, NHA may decide to deploy a resource at site of operation on temporary or permanent basis during the contract duration.

2. RESOURCE ON-BOARDING

NHA expects the selected service provider to deploy adequately skilled and trained resources for answering to contacting Callers, to provide a consistent and high-quality experience along with a high percentage of first-time resolution (FTR). To ensure this NHA would expect the selected service provider to deploy resources are mentioned below: -

1. Caller Service Executive (CCE)
2. Senior Caller Service Executives (Sr. CCE)
3. Team Managers (TM) / Team Lead (TL)
4. Assistant Managers (AM)
5. Trainers
6. Quality Manager (QM) / Quality Evaluators (QE)
7. IT Security Manager

The selected service provider is required to do the resource planning and resource deployment while maintaining the minimum qualification as mentioned in the table below:

Resource	Minimum Education	Language Skills	Experience
Caller Service Executive (CCE)	Must be a graduate or Higher in any discipline.	English– Read, Write and speak. Hindi - Speak. Anyone vernacular language as mentioned in this	Should have at least 6 months experience in a Call Centre or telemarketing in the service industry. Basic computer knowledge;

		section - Speak	mandatory.
Senior Caller Service Executives (Sr. CCE)	Must be a graduate or Higher in any discipline.	Same as above	Should have at least 12 months experience in a Call Centre or telemarketing in the service industry. Basic computer knowledge; mandatory
Team Managers (TM) / Team Lead (TL)	Must be a graduate or higher in any discipline. Should be trained on COPC (or similar) methodology	Same as above	Should have at least 2 years' experience in a Call Centre or telemarketing in the service industry. Experience in coaching and developing skills of people.
			Should have effective problem solving and decision making skills. Proficient in handling call Centre tools, like CRM, CMS, etc. Experience of MS Dynamics CRM and Avaya product suite; preferred.
Assistant Manager	Must be a graduate or higher in any discipline. Must be certified from NASSCOM (or similar Certification agency)	Same as above	Should have at least 3 years' experience in a Call Centre or telemarketing in the service industry. Experience in coaching and developing skills of people. Should have effective problem solving and decision making skills. Proficient in handling call Centre tools, like CRM, CMS, etc. Experience of MS Dynamics CRM and Avaya product suite;

Trainers	Must be a graduate or higher in any discipline. Should be trained on COPC (or similar) methodology	Same as above	Should have at least 3 years' experience in training in the field of soft skills and communications Should have effective problem solving and decision making skills. Proficient in handling call Centre tools, like CRM, CMS, etc Experience of MS Dynamics CRM and Avaya product suite; preferred.
Quality Manager (QM) / Quality Evaluators (QE)	Must be a Graduate or Equivalent in any discipline.	Same as above	Should have at least 2 years' experience in the field of quality assurance in a BPO industry. Should have effective problem solving and decision making skills.
IT Security Manager	Must be a Graduate or Equivalent in any discipline. IT security related course/certification should be preferred	English– Read, Write and speak. Hindi - Speak. Anyone vernacular language as mentioned in this section - Speak	Should have at least 3 years' experience in IT Security Management Field. Should have effective problem solving and decision making skills.

Note: Relaxation of "**Minimum Education**" requirement may be considered for "CCE" and "Sr. CCE" positions in exceptional scenario on case to case basis. This is applicable for "Regional Languages" Only.

RATIO OF STAFF MEMBERS

The criteria for providing CCEs, Sr. CCEs, TMs, AMs, Trainers, QM, QEs, and is as follows:

1. One (1) Sr. CCE for every one (1) CCE (The CCE should not be reporting to a Sr. CCE; A Sr. CCE should be a better and more experienced executive.)
2. One (1) TM/TL for every 15 CCEs/Sr. CCEs or part thereof.
3. One (1) AM for every 75 CCEs/Sr. CCEs or part thereof.
4. One (1) QM/QE for every 30 CCEs/Sr. CCEs or part thereof.
5. One (1) Trainer for every 60 CCEs/Sr. CCEs or part thereof.

At no time the ratio can be more than the proposed size. E.g. if the contact Centre has 76 CCE/ Sr. CCE then the selected service provider needs to have 2 Assistant Managers.

There should be a promotional process within CCEs so as to ensure that better candidates are incentivized. E.g. CCE to Sr. CCE, Sr. CCE to TM etc.

Service Provider needs to ensure the optimum no. of resources in the ratio and organization structure as suggested above to ensure smooth CCF operations at no extra cost.

All CCEs/Sr. CCEs will handle all the queries/complaints received at NHA Contact Centre, however depending upon the requirement from NHA's end, the service providers shall have to provide group of skilled CCEs/Sr. CCEs as per NHA's requirement, i.e. specialized 'Agent Groups' handling different set of queries/complaints for different categories like AB-NHPM Authentication, Financial Inclusion, Enrollment & Updating of AB-NHPM, Fraud Management, etc.

All resources involved with NHA contact Centre operations will adhere with NHA's security guidelines. The Non-Disclosure Agreement and background check criteria will be shared with the selected service provider.

Service Provider shall keep NDA or Background check records of each employee. NHA may seek these records for inspection, anytime during the contract.

4. TRAINING

4.1 Orientation Training

Post Issuance of LOI to the selected Service Provider, NHA will conduct an orientation workshop either at NHA's premises or Service Provider's site as decided by NHA to provide process training related to schemes, eco-system. The training will be primarily on a Train the Trainer basis but all the key resources identified as per **ANNEXURE VI** is required to be present during this orientation; the Service Providers are free to include other members associated with NHA process in the workshop. Below is the tentative agenda of the training: -

- Introduction to schemes information.
- Possible complaint types and its resolution.
- Portability Issues.

It is expected that Service Provider will approach NHA for confirming resource availability and Scheduling this training timely, post LOI, to commence the services as per RFP guidelines.

The orientation workshop will help the selected Service Provider for smooth roll out of the initial batches.

NHA may share first version of training module with Service Provider during/after orientation training.

Thereafter, based on the workshop, NHA Training Module and Service Provider's internal requirements, the selected Service Provider is expected to develop a training module & a test process for on-boarding of future resources and submit the same to NHA for review and approval within one calendar month of go-live date. NHA will review and approve the training module and the test process. In case of any changes suggested by

NHA, changes shall be incorporated and submitted to NHA within 15 days from the date of suggestion. It should be revised and submitted for approval every quarter.

Standard Response templates (SRTs) may require to be changed very frequently which will be communicated to Service Provider on need basis. Subsequently, Service Provider shall update the training modules and impart internal trainings to Agents on the floor.

4.2 Resource Training

The selected Service Provider shall be responsible for conducting scheme specific resource on-boarding training. This training shall include training of Applications/tools, basic call handling skills, NHA's ecosystem specific knowledge & services, soft skills, etc.

The selected Service Provider is also expected to evaluate each trainee's performance through appropriate test process as approved by NHA. The resources clearing the training evaluation test shall be forwarded for on-job training. The period for on-boarding training should be at least 5 working days. The selected Service Provider is required to maintain the results and evidences of training evaluation test and evidences for attending training for each trainee and make them available to NHA or third-party auditors as and when requested by NHA. At no time, any resource not clearing the evaluation test should be deployed to the NHA's project.

4.3 On-Job Training

The selected Service Provider shall also be responsible for providing on-job training to resources qualifying the training evaluation test. The methodology used for on-job training may include call y-jacking, shadow resource, continuous monitoring, call audits and feedback etc. The period for on-job training for each resource should be of at least 5 days post clearing the training evaluation test. During the on-job training, it is mandatory that the CCEs/Sr. CCEs are required to handle live calls at least for 2 hours every day.

4.4 Refresher Training

- a) As and when new process updates are available, NHA may conduct re-fresher training for the selected Service Provider. The said training may happen at NHA's premises or Service Provider's site as decided by NHA to conduct the training. The refresher training will be on a Train the Trainer basis.
- b) If the training is organized at anyone of NHA's offices, the trainers from the selected Service Provider is required to travel to that location. NHA will try to intimate the Service Provider at least 7 days prior to training date, for necessary travel arrangements; however, the selected Service Provider may also be prepared for immediate attention to the refresher training program announced by NHA.
- c) It is clarified here that NHA shall not make any additional payment in respect for any travel made for this purpose.

- d) As and when new process updates are available, all CCEs and Sr. CCEs are required to mandatorily complete the refresher training resource within a weeks' time. Service Provider shall provide an undertaking to NHA post completion of training of all CCEs/Resources.
- e) The training module & the test process should be updated by Service Provider's training team based on the knowledge imparted by NHA during re-fresher resource(s) and a copy of updated training material and test sheets shall be shared with NHA.

5. QUALITY ASSURANCE

The selected Service Provider is expected to deploy dedicated quality assurance team for the entire duration of the contract. The quality assurance team should be independent of the operations and training team. The quality assurance team should have the facility of remote screen viewing of agent workstations and remote call listening. The quality assurance team is responsible for the following, but not limited to: -

- a) Ensuring that the resources deployed are in confirmation to minimum qualification set out in 'RESOURCE ON-BOARDING' in this section.
- b) Monitoring at-least **50%** calls of all the CCEs/ Sr. CCEs during on-job training.
- c) Monitoring the performance of CCEs and Sr. CCEs on the basis of NHA provided Quality Template by reviewing at-least 30 calls or 30 emails (in case of email agents) or 30 Chats (in case of chat agents) per CCE/Sr. CCE per month.
- d) Providing feedback and executing Continuous Improvement Plan (CIP) in order to exceed the target service levels & KPIs mentioned in this RFP.
- e) Performing root cause analysis for repeated failure in service delivery and sharing the report for the same with NHA.
- f) Providing help in enhancing the existing training modules, frequently asked questions, etc. that help improves in-house operations as well as provide analysis for NHA Eco-system partners.
- g) The Quality template having specific quality parameters will be shared with the selected Service Provider only.

6. REPORTING AND ANALYTICS

- a) The selected Service Provider shall provide a Reporting/Analytics team to prepare performance dashboard of the NHA Operations, this shall include (but not limited to) all KPI & SLA parameters mentioned in this RFP. This reporting/MIS team may or may not be dedicatedly assigned for NHA operations. The exact reporting indicators for the Analytics are mentioned in Part I and Part II of Section IV.
- b) The first cut of the performance dashboard shall be prepared and submitted to NHA for review and approval within 15 calendar days from the date of go-live. The first cut of the performance dashboard shall contain all the operational SLAs and KPIs mentioned in this RFP.
- c) NHA shall provide the feedback and suggestions within 15 days of submission of the performance dashboard.

- d) The performance dashboard should be finalized within 30 days from the date of go-live as per NHA's feedback and expectations.
- e) In addition, this team should also be capable of generating Adhoc/customized reports/ MIS as per NHA's requirement.
- f) The report format shall be flexible and shall be made available either in excel, pdf, txt or any other user-friendly structure/format on the request of NHA from time to time. The report should be configurable to be e-mailed to a defined mailing list.

7. INFORMATION SECURITY GUIDELINES

Information security guidelines applicable to Service Providers as outlined in the GoI Information Security Policy Document shall apply to all the services as provided by Service Provider for operations of Call Centre for NHA. Selected Service Providers shall ensure the confidentiality, integrity and availability of NHA related data and services. The Information Security directives applicable to these Service Provider have been categorised as below.

- i. Human Resources
- ii. Asset Management
- iii. Access Control
- iv. Password Policy
- v. Cryptography
- vi. Physical and Environmental Security
- vii. Operations Security
- viii. Communications Security
- ix. Information Security Incident Management
- x. Compliance
- xi. Change Management

7.1 Security Requirements for Call Centre

As part of this contract between NHA and Call Centre, Call Centre is required to address basic security hygiene in its infrastructure to ensure confidentiality, integrity and availability of NHA related data processed by the Call Centre and other confidential information of NHA.

The Call Centre shall take all reasonable measures to ensure the confidentiality, integrity and availability of caller and NHA information available with the Call Centre. This includes having an appropriate governance structure, policies, procedures etc. to ensure that Information security is maintained at all times by the Call Centre.

Minimum Information security requirements are detailed below:

1. The Call Centre shall comply with the Information security policy of GoI for Call Centres. Call Centre may obtain the latest policy from NHA through a written request.
2. The Call Centre shall comply with any other Information security requirements of NHA which may be shared with Call Centre from time to time.

3. All assets used by Call Centre (business applications such as Avaya IP Phone- One X, operating systems, databases, network etc.) for the purpose of delivering services to NHA shall be identified, labelled and classified.
4. Periodic reconciliation of assets shall be performed.
5. List of authorized personnel having access to NHA resources shall be maintained, updated and shared with NHA on a quarterly basis
6. Only authorized individuals shall be provided access to information assets processing such as CRM, other applications, call recordings etc.
7. Call Centre facility or area used for calling or taking calls from the beneficiary, citizen or any stakeholder shall be restricted with electronic access control and access shall be provided on the need basis and least privilege based on approval
8. Periodic reconciliation of various access (logical and physical) shall be performed by Call Centre
9. The Agency shall conduct background checks for its entire staff working in this assignment through an agency. Background checks should cover at least the following - education, criminal record, employment history etc. Service Provider shall maintain the results and share with NHA (if required by NHA)
10. All staff shall sign a confidentiality agreement. The format of the agreement may be decided by NHA
11. Periodic Information security training shall be provided to all the staff members. This must cover various security requirements.
12. Secure connectivity shall be established between Call Centre and DR
13. All systems including desktops, laptops, servers, network devices etc. used for providing services shall be hardened as per the industry best practices such as CIS Benchmarks.
14. Only licensed IP phones shall be installed in the Call Centre infrastructure
15. Call Centre Service Provider shall ensure that the latest patches are installed on all the information assets. The patch management process shall be defined and documented by Service Provider.
16. Anti-virus software must be installed on all systems used to. Virus definitions shall be updated on a daily basis from the Anti-virus server and daily scans shall be run on the systems.
17. Security policies such as strong password, password history, password expiry, system login timeout, no admin access, screensaver etc. shall be applied as per NHA policy and specifications issued from time to time. Active Directory or similar system shall be used to automatically enforce security policy on all systems.
18. Network, operating system, database, application, configuration reviews and other information security assessment shall be carried out annually and/or during a significant change in the Call Centre ecosystem by an independent third party and results will be shared with NHA;
19. Call logs of the critical user-activities, exceptions and security events shall be enabled and stored to assist in future investigations and access control monitoring;
20. Call barge in facility shall be disabled by default on all phones. Only specific phones that may require barge in facility for quality monitoring purposes shall have call barge in facility enabled only after business and risk team approvals
21. Identity Information shall not be stored on the workstation and in case if it is required then Call Centre Service Provider shall ensure that the identity information is encrypted using strong cryptography controls.
22. Call recordings with caller identity information shall be encrypted;
23. End to end security testing of the applications used by the Call Centre shall be provisioned by Call Centre Service Provider. The testing results shall be shared with NHA annually or on the need basis.

24. The Service Provider shall get its operations audited by an information systems auditor certified by a recognised body under the Information Technology Act, 2000 and furnish certified audit reports to the Authority, upon request or at time periods specified by the Authority.
25. NHA shall reserve the right to audit systems and processes of the Call Centre on an annual basis and /or need basis to ensure compliance with stipulated security policy published time to time, but not limited to this document. The audit plan shall include information security and technical testing controls required to protect NHA information assets. NHA shall share the findings of the audit with the Contact Centre;
26. If any non-compliance is found as a result of the audit, the Call Centre shall:
 - a. Determine the causes of the non-compliance;
 - b. Evaluate the need for actions to avoid recurrence of the same;
 - c. Determine and implement corrective action;
 - d. Review the corrective action taken.
27. Call Centre and their partners shall ensure compliance to all the relevant laws, rules and regulations, including, but not limited to, ISO27001: 2013, Information Technology Act 2000 and 2008 amendments and other prevailing laws.
28. Call Centre Agents shall ask minimum data, relevant to Call Centre operation from the caller. Agents must not collect any information from the caller which is not relevant to the operations. Agents must be aware of information that needs to be asked from caller depending on the various call types.
29. The Call Centre Service Provider facility, infrastructure and ecosystem shall be subjected to the requirements under the information security policy of NHA.
30. The broad guidelines have been included in para 7 and 7.1 above of this Section and detailed guidelines will be shared with the selected Service Providers for compliance.

XIII. Minimum Seats guarantee for payment

NHA will pay minimum 200 seat's cost to the Service Provider irrespective of the number of calls received and other performance parameters, as a guarantee payment. Based on the call and load, the Service Provider Should be capable enough to expand the capacity up to 500 seats under this assignment and written request by NHA in one (1) months' time.

The estimated inbound average number of calls are 10,000 per day. Outbound calls will be 20% of the inbound calls.

XIV. Operating Hours

Indicative Breakup of Call Centre Executives (CCEs)

S. No.	Function	CCE
1	Inbound	375
2	Outbound	125
Total		500

The above table with the breakup of Call Centre Executives is indicative and is based on the assumptions and estimations of the call traffic after go-live and peak load. The break-up/ shuffling may be subject to change depending on several factors like peak hours, emergency situations, line trend monitoring of Call Centre operations or GoI directions and as per the approach proposed by the Service Provider.

Operating Hours

S. No.	Campaign	Prime Working Hours	Non-Prime Working Hours
1	Inbound	7AM – 7PM	7PM -7AM
2	Outbound	10AM – 7 PM (* subject to change to 7 AM – 11 PM)	Not Applicable

- The Call Centre shall be operational on all days (24*7) without any holiday. (excluding 3 compulsory national holidays.)
- The allotment of shift and seats should be such that 75% percent of the call centre agents (Min. 150) are available during the Prime Working Hours and 25 % (Min. 50) during non-Prime Working Hours. This can be looked at with 3-4 dynamic shifts.
- The Service Provider shall set up Call Centres of minimum 200 seats (expandable up to 500 seats) equivalent upto a maximum 400 man shifts (maximum 1000 man shift) within the first year. The number of seats may be increased to 1000 seats based on the Project requirement as decided by the NHA.
- The service provider shall submit a proposal to the NHA, for its approval, regarding the proposed allotment of seats during the shifts to meet the outcomes of the project and the SLAs. A review of the allotment of seats and various shifts proposed by the service provider shall be done on monthly/quarterly basis as defined below-

S. No.	Timelines	Review Period
1.	T	At T, the service provider shall submit its proposal
2.	T to T + 6	Monthly
3.	T + 6 till end of contract	Quarterly

T – team on-boarding. ‘T’ shall differ for each zone depending on the on-boarding date of service provider’s team.

XV. Project Implementation Schedule

The Service Provider shall be responsible to undertake set-up, commissioning, development, maintenance and support with required up-gradation, customization, integration and testing etc. of Call Centre operations. The major phases are as mentioned below:

Phase	Details	Timelines (T= Contract Signing Dates)
1	The opening of first Call Centre with 30 Seats	T+1 Week
2	The opening of first Multilingual Call Centre with 200	T+5 weeks

	Seats as per the Phase I Commencement of Call Centre Services	
4	Development of other channels SMS and E-Mail	T+6 week
5	Onboarding of States and UTs for data sharing	T+15 weeks
6	Call Centre operations and maintenance phase	36 Months

The Service provider shall develop the work plan based on the above timelines.

XVI. Project deliverables

There will be multiple deliverables expected to be delivered by the Service Provider during the course of the Project. The Service Provider is free to propose any additional deliverable, based on their experience of delivering similar projects, which can enhance the quality of work without any additional cost. The technical requirement mentioned in this ToR section is indicative in nature. The Service Provider is free to design the solution based on industries best practices and their experience. Though project implementation schedule is fixed, Service Provider can suggest the deliverables based on the implementation schedule. It is expected that the Project will move from one phase to the next only when the deliverables of that phase are accepted and approved by the NHA.

XVII. Deliverables acceptance criteria

- (a) The acceptance criteria for each phase is the submission and acceptance of all deliverables specified for that phase. The formal acceptance by the NHA of the deliverables for a specific phase constitutes the completion of that phase and on completion the Service Provider can invoice the NHA for payment.
- (b) The Service Provider shall provide templates (if required) of proposed deliverables. The Service Provider shall meet with the NHA officials to review the applicable templates, tailored to accommodate the needs of the Project and agree on the scope, format, and content of each of the major deliverables for that phase.

XVIII. Project success criteria

The finished proposed solution shall meet the planned scope and specifications of the Project.

- (a) No issues are pending at the end of Contract period.
- (b) The SLAs are adhered to during the implementation period.

XIX. Reporting

For all purposes of this Contract, the Service Provider will be reporting to the Deputy Chief Executive Officer of the NHA or his/ her designee. The Service Provider will generate monthly progress reports highlighting the accomplishment against the milestone achieved while submitting the invoice for that month.

Post signing of the Contract, the activities shall be initiated as per the work plan within three (3) days. However, on a case to case basis, the NHA may consider extending the time for the first-time initiation of resources. In case an activity has been extended by the NHA, no penalty shall be levied for the resources specific to that particular activity.

XX. Payment Schedule

- a) Payment shall be done on monthly basis based on the invoice generated and monthly progress reports. Penalties shall be levied if applicable based on the SLA clauses.
- b) Payment shall be made for only those seats which are operational, informed and approved. In case of additional seats required, the same has to be provided by the Service Provider.
- c) Any increase or decrease of seats shall be approved by the NHA in writing, in case, the seat is operational for less number of days in the respective month, pro-rate payment based on operational days shall be paid.
- d) A suitable mechanism of reporting no. of seats with shift operational will be developed with mutual consent.

SECTION-IV : SERVICE LEVEL AGREEMENTS, KPIs, WAIVER AND COMPENSATIONS

PART-I: SERVICE LEVEL AGREEMENTS (SLAs)

Service Level Agreement is to clearly define the levels of service which shall be provided by the selected Service Provider to NHA.

The SLAs mentioned in this section makes explicit the expectations that NHA has for performance, from the selected service provider. Helps NHA control the deliverables, agreed levels and performance of Service Provider.

Important points:

- a) The NHA or its designated officials may initiate an interim review to check the performance and the obligations of the Service Provider and, in case desired, review and revise the SLA. The NHA reserves the right to revisit the SLAs at a later date based on the learning from past experience and stabilization of operations. The NHA also reserves the right to waive or relax part or whole of SLA applicable for the duration or to the specific Service Provider.
- b) The NHA or its designated officials or designated third party shall have the right to conduct quality, IS (Information Security), process and overall audit of the Service Provider facilities, at any point of time, in respect of SLA or any other parameters at any time without prior notice.
- c) NHA shall define the SLA measurement methodology based on which the Service Provider shall submit reports on the SLA defined in this Section to the NHA in the specified formats within 15 days of completion of each SLA month along with invoice of the month. The NHA may ask the Service Provider to provide clarifications on these reports as well as the measurement tools and processes utilized by the Service Provider for reporting. The NHA should have full access to check the status/report at any time. The Service Provider shall extend full cooperation for conducting such audits. If Service provider fails to submit the SLA reports in time then NHA reserve the right to generate the same, which would be binding on the Service Provider.

Total SLA penalty applicable shall be capped at 10% of the contract value. In case, the SLA penalty levied on any service provider exceeds 10% of the invoice value for 3 consecutive months, NHA shall have the discretion of terminating the contract and getting the work done by any other agency.

SERVICE LEVEL AGREEMENT (SLA) PARAMETERS

The Selected Service Provider shall agree to the following service level agreement (SLA) parameters while providing Call Centre services to NHA's stakeholders. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty and or liquidation damage clauses on non-adherence to any of them.

The SLA parameters are divided into 2 (two) types: -

1. One-Time SLA Parameters
2. Operational SLA Parameters

SERVICE LEVEL AGREEMENT APPLICABILITY

The One-Time SLA parameters noted below in the Service Level Agreement will start to be applicable from the effective date of contract and operational SLA parameters after the completion of 14 calendar days from the date of go-live. Any holidays in between the 14 days period will be counted as part of the 90 days.

1. ONE TIME SLA PARAMETERS

Sl. No.	Deliverable	Definition	Measurement Criteria	Timeline	Penalty
1.	Commencement of services	Commence the service as per the scope of work of RFP	Within 14 days from the date of signing the contract between the NHA and the Service Provider	Within 14 days (including 14 th Day) from the date of signing the contract between the NHA and the Service Provider	Nil
				Delay of every 1 day from 14 th day from the date of signing the contract between the NHA and the Service Provider	Rupees 30,000 per day of delay. Capped at maximum of Rupees 10 Lakh.
2.	First cut Submission of performance dashboard	The first cut of the performance dashboard shall be prepared and submitted to NHA for review and feedback.	The first cut of the performance dashboard shall contain all the operational SLAs and KPIs mentioned in this RFP with at least 10 days of operational data. The performance dashboard should be in MS excel or using any Data Analytics tool.	Within 15 calendar days (including the 15 th day) from the date of go-live	Nil
				> 15 calendar days from the date of go-live.	Rupees 10,000 per day of delay. Capped at maximum of Rupees 3 lakh.
3.	Final Submission of performance dashboard	Final performance dashboard with due incorporation of any changes suggested by NHA.	Final performance dashboard with due incorporation of any changes suggested by NHA.	Within 30 calendar days (including the 30 th day) from the date of suggestions received from NHA.	NIL

				>30 calendar days (including the 30 th day) from the date of suggestions received from NHA.	Rupees 10,000 per day of delay. Capped at maximum of Rupees 3 lakh.
4.	Submission of training module & test process	As defined in the “training” section basis on the workshop arranged by NHA, the selected service provider is expected to develop a training module & a test process for onboarding of future resources and submit the same to NHA for review and approval.	The training module & test process should cover all the aspects of AB-NHPM processes covered during the workshop.	Within 15 calendar days (including the 15 th day) from the date of go-live.	Nil
				> 15 calendar days (including the 15 th day) from the date of go-live.	Rupees 5,000 per day of delay. Capped at maximum of Rupees 1 lakh.
5.	Final submission of training module & test process.	Final training module & test process with due incorporation of any changes suggested by NHA.	Final training module & test process with due incorporation of any changes suggested by NHA.	Within 15 calendar days (including the 15 th day) from the date of suggestions received from NHA.	Nil
				> 15 calendar days (including the 15 th day) from the date of suggestions received from NHA.	Rupees 10,000 per day of delay. Capped at maximum of Rupees 3 lakh.

2. OPERATIONAL SLA PARAMETERS

2.1 System Uptime

Applicability: - Call Centre System including hardware, application, software, equipment.

Definition: - System uptime represents the percentage of time that the System is successfully operational. Uptime is calculated on the respective day's operations hours (24X7) excluding Non - Working on 3 National Holidays.

Formula: - $(\text{Total uptime in minutes} * 100 / \text{Total minutes of operations in a month})$

Example: - If the system was down for 2 hours in the month of January 2017, Uptime will be calculated as $\{[(27120 - 120) / 27120] * 100\} = 99.56\%$.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	$\geq 99.5\%$	Nil
		$\geq 98.7\%$ but $< 99.5\%$	1.0% of monthly billed value
		$\geq 97\%$ but $< 98.7\%$	3.0% of monthly billed value
		$\geq 95\%$ but $< 97\%$	5.0 % of monthly billed value
		$< 95\%$	10% of monthly billed value

2.2 Service Level % (SL %)

Applicability: - Inbound voice calls.

Definition: - This is the percentage of calls that are answered by the Call Centre operators within a specified time period.

Formula :- $\text{Calls Answered within a threshold of 20 seconds across all languages} * 100 / (\text{Total Calls offered across all languages} - \text{Abandoned calls with less than or equal to 10 seconds queue time across all languages})$

Where, **Total Calls offered** means the sum of ACD calls and Abandoned Calls.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	$\geq 80\%$	Nil
		$\geq 75\%$ and $< 80\%$	1% of monthly billed value
		$\geq 70\%$ and $< 75\%$	2% of monthly billed value
		$< 70\%$	5% of monthly billed value

2.3 Call Abandoned Rate

Applicability: - Inbound voice calls.

Definition: - The % of inbound voice calls that requested for a CCE but got disconnected before being answered by the CCE. (Only calls that get disconnected after 10 seconds after being transferred from IVRS to ACD queue will be considered for computation of this SLA).

Formula: - - (Total Abandoned calls across all languages – Abandoned calls with less than or equal to 10 seconds queue time across all languages.) *100/ (Total Calls Offered across all languages - Abandoned calls with less than or equal to 10 seconds queue time across all languages.).

Where, **Total Calls offered** means the sum of ACD calls and Abandoned Calls.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	<=3%	Nil
		>3% and <=5%	1% of monthly billed value
		>5% and <=10%	2% of monthly billed value
		> 10%	5% of monthly billed value

2.4 Quality Score

Applicability: -All Channels.

Definition: - Quality audit score is a method of scoring CCE/Sr. CCE's interactions (across channels) against predefined parameters to ensure that the CCEs/Sr. CCEs are adhering to the quality standards defined by NHA.

Final Quality Score for a month will be the weighted Average of quality score of individual channels handled by the service provider in invoice month.

At-least 30 interactions per channel (call/email/chat) per Agent must be evaluated every month. (**Exception:** In-case less than 30 interactions are available in system, all interaction for that channel for the agent should be evaluated)

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	> 85%	Nil
		>80% to <=85%	1% of monthly billed value
		>75% to <=80%	2% of monthly billed value
		< =75%	5% of monthly billed value

Note: The quality Score Template(s) defining channel specific parameters will be shared with selected Service provider by NHA.

The Quality Score measured by Service Provider should be in line with Quality Score measured by NHA Team / Auditor appointed by NHA. In-case of variance beyond 10%, NHA reserves the right to reaudit and NHA's Scores will be final and binding to selected Service Provider.

2.5 Caller Satisfaction

Definition: This is the measure of Caller's satisfaction with the way their query/complaint has been handled by the CCE/Sr. CCE. The Service Provider shall be responsible for maintaining a minimum level of Caller satisfaction based on the criteria defined by NHA. The satisfaction level of Callers shall be collected on a five-pointer scale 1 to 5 (In case, questions asked have just 2 or 3 levels, these shall be mapped to 5 levels as per mapping presented below.)

Note: Naming of levels against each level shall be decided by NHA.

Tentative Mapping is as follows:

Level	Example 1 (5 Level)	Example 2 (5 Level)	Example 3 (3 Level)	Example 4 (2 Level)
5	Very satisfied	Excellent	Satisfied	YES
4	Satisfied	Very Good		
3	Average	Good	Average	NO
2	Dissatisfied	Bad	Dissatisfied	
1	Very Dissatisfied	Very Bad		

Formula: Sum of (level 5 and level 4 OR Equivalent Mapping) *100 / Total number of "Completed" surveys (or feedback)

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	>=85 %	Nil
		>=80% but <85%	1% of the monthly bill value
		>=75% but <80%	2% of the monthly bill value
		<75%	5% of the monthly bill value

Important: At-least 1 % of voice interactions should be transferred to IVRS feedback by Service Provider in a month, else a lump sum penalty of 2% of the monthly bill value shall be imposed on Service provider apart from actual penalty slab for transferred calls based on above formula.

If “completed feedback/surveys” fall short of 20% of total transferred calls by agent, then NHA may use its discretion to consider or not consider this SLA for the invoice month on case to case basis.

Note: - Recording of calls being transfer to IVRS for feedback may or may not be available for future listening.

2.6 Average Handle Time (AHT)

Applicability: -Voice Calls.

Definition: -It is the average amount of time a CCE spends either talking on a call or average amount of time a CCE places a call on hold or average amount of time spend on after call work in relation to an inbound call.

Formula: - - For Inbound calls: -

[(Sum of Talk Time + Sum of Hold Time + Sum of Wrap Time)/Sum of calls handled] across all languages.

Note: Wrap Time for Each Inbound call be 5 Secs.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	<=240 seconds	Nil
		>240 seconds <= 270 seconds	2% of monthly billed value.
		>270 seconds <= 300 seconds	3% of monthly billed value.
		>300 seconds	5% of monthly billed value.

For outbound calls: -

Acceptable AHT Levels for outbound calling will be defined on project to project basis.

2.7 Agent Productivity

Definition: - This is defined as the percentage of time a CCE/Sr. CCE is productive for NHA process against the total duration he/she is connected using his/her login ID to NHA's Automatic Call Distribution (ACD) system in any mode pre-defined in NHA's Automatic Call Distribution (ACD) system.

Formula: - -

$$\left[\frac{\sum \{(\text{Talk Time} + \text{Hold Time} + \text{After Call Work Time} + \text{Available Time} + \text{Other productive Auxiliary Time}) - \text{non-productive Auxiliary Time}\} * 100}{\text{Total Staffed Time}} \right]$$

Where,

Talk Time: - Length of time spent by a CCE/Sr. CCE talking to an inbound call or outbound call.

Hold Time: - Length of time spent by a CCE/Sr. CCE with an inbound or \outbound call on hold.

After Call Work Time: - Length of time spent by a CCE/Sr. CCE in ACW mode.

Available Time: - Length of time spent by a CCE/Sr. CCE in available mode waiting for calls from split/skill.

Other productive Auxiliary time: - Length of time spent by a CCE/Sr. CCE on productive Auxiliary time on NHA's ACD system.

Non-Productive Aux Time: - Length of time spent by a CCE/Sr. CCE on non-productive Auxiliary time on NHA's ACD system.

Productive Auxiliary time is: -

- On-Job training
- Quality Feedback
- E-mail Support
- Briefing
- Re-Fresher Training
- Outbound

Note: Any Time other than “**Productive Auxiliary time**” shall be considered as **Non- Productive Auxiliary time**.

Staffed Time: - Length of time spent by a CCE/Sr. CCE connected using his/her login ID to NHA's Automatic Call Distribution (ACD) system in any mode pre-defined in NHA's Automatic Call Distribution (ACD) system

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	>= 85%	Nil
		>=80% but <85%	1% of monthly billed value
		>=75% but <80%	2% of monthly billed value
		< 75%	5% of monthly billed value

2.8 Average Response Time (Emails)

Applicability: -E-mail Interactions.

Definition: -The average response time for an email is a measurement of the number of hours it takes to provide a response/attend to an email-based inquiry.

Formula: Sum of Response Times / Total Number of Emails Responded

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	<=12 Hours	Nil
		>12 Hours <= 18 Hours	2% of monthly billed value.
		>18 Hours <= 24 Hours	3% of monthly billed value.
		>24 Hours	5% of monthly billed value.

Note: For Email(s) Pending for reply by Service Provider at the "end of month +24 hours", a lump sum Penalty in addition to above Parameter will be calculated and levied on invoice month. Formula used to calculate Amount will be as follows:

= (No of pending emails at end of Invoice Month) *(Discovered Rate per Email) *100

2.9 Count of Incorrect Responses

Applicability: All Channels

Definition: -To measure number of incorrect responses by service provider.

Formula: Count of incorrect responses by service provider across channels identified by means of NHA quality audit OR reported by any other mechanism like RTI, Escalation etc.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	Zero (0)	Nil
		For every count of incorrect response	50 × Number of such interactions

2.10 Quality of Service (QoS)

Applicability: All Channels.

Definition: Quality of service (QoS) is the overall performance of NHA Call Centre, particularly the performance experienced by the Callers. This refers to the calls/e-mails/chats audited by NHA or an independent third-party auditor.

The QoS shall be measured on a five-pointer scale 1 to 5 (In case, questions asked have just 2 or 3 levels, these shall be mapped to 5 levels as per mapping presented below) **Note:** Naming of levels against each level shall be decided by NHA.

Tentative Mapping is as follows:

Level	Example 1 (5 Level)	Example 2 (5 Level)	Example 3 (3 Level)	Example 4 (2 Level)
5	Very satisfied	Excellent	Satisfied	YES
4	Satisfied	Very Good		
3	Average	Good	Average	NO
2	Dissatisfied	Bad	Dissatisfied	
1	Very Dissatisfied	Very Bad		

Formula:

Sum of (level 5 and level 4 OR Equivalent Mapping) *100/ Total number of "Completed" surveys (or feedback or assessment)

Measurement Interval	Reporting period	Target Score	Penalty
Audit Period as defined by NHA	Audit Period as defined by NHA	> = 80%	NIL
		<80%	2% of the billing value for period covered under audit

2.11 Average Hold Time

Applicability: Inbound Voice calls.

Definition: This is measured as the average time a call was put on hold by the CCE/Sr. CCE.

Formula:

Total Hold Time/ Total Calls Handled

Measurement Interval	Reporting period	Target	Penalty
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Daily	Monthly	<=20 seconds	Nil
		>20 seconds <= 30 seconds	1% of monthly billed amount.
		>30 seconds <= 40 seconds	2% of monthly billed amount.
		>40 seconds	5% of monthly billed amount.

2.12 Average Update Time

Applicability: Outbound Voice calls.

Definition: This is measured as the average time taken by a CCE/Sr. CCE to update the transaction after the line has been released by agent.

Formula: Total Update Time/ Total Calls Handled

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	<=15seconds	Nil
		>15 seconds <= 25 seconds	1% of monthly billed amount.
		>25 seconds <= 35 seconds	2% of monthly billed amount.
		>35 seconds	5% of monthly billed amount.

PART-II: KEY PERFORMANCE INDICATORS (KPIs)

Similar to SLAs defined in the above section, there are other critical performance parameters that shall be tracked on a regular basis to evaluate the Call Centre's performance. NHA reserves the right to include any of these KPIs as part of the SLAs from a future date in consultation with the Service Provider.

Unlike SLAs, these KPI's shall not be linked to commercial penalties, but the Service Provider is expected to maintain/measure and ensure that its performance on these parameters is acceptable. If the Service Provider fails to meet these expectations consecutively for 3 months, NHA shall link these KPIs to commercial penalties. Exception may be considered on case to case basis.

3. KPI PARAMETERS

3.1 Interactions Record Percentage

Applicability: All Channels.

Definition: To measure percentage of interactions across channels recorded in CRM system.

Formula:

Number of cases created or modified in CRM system*100/Number of Interactions

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	$\geq 60\%$	Nil
		$\geq 55\%$ but $< 60\%$	1% of monthly billed value
		$\geq 50\%$ but $< 55\%$	2% of monthly billed value.
		$< 50\%$	5% of monthly billed value.

3.2 Caller Satisfaction Index (CSI)

Applicability: All Channels.

Definition: Caller Satisfaction Index (CSI) represents the Caller satisfaction levels with respect to Contact Centre Services of Service Provider.

Service provider will be required to perform an "Outbound Calling" based completed customer satisfaction survey of at-least **1000** caller per month. The sample size can be changed during the contract with one-month prior notice to the service provider.

The CSI shall be measured on a five-pointer scale 1 to 5 (In case, questions asked have just 2 or 3 levels, these shall be mapped to 5 levels as per mapping presented below).

Note: Questions and Naming of levels against each level shall be decided by NHA.

Tentative Mapping is as follows:

Level	Example 1 (5 Level)	Example 2 (5 Level)	Example 3 (3 Level)	Example 4 (2 Level)
5	Very satisfied	Excellent	Satisfied	YES
4	Satisfied	Very Good		
3	Average	Good	Average	NO
2	Dissatisfied	Bad	Dissatisfied	
1	Very Dissatisfied	Very Bad		

Formula: Sum of (level 5 and level 4 OR Equivalent Mapping) *100/ Total number of "Completed" surveys (or feedback or assessment)

Measurement Interval	Reporting period	Target Score	Penalty
Daily	Monthly	$\geq 80\%$	NIL
		$< 80\%$	2% of the billed value for the invoice Month

NOTE:

- Penalty shall not have levied for SLA default occurring because of reasons not attributable to the Service Provider.

- b) No penalty shall be levied for first 3 (three) months on Average Speed of Answer and Abandoned Call Rate.
- c) The Service Provider can appeal to Chief Executive Officer, National Health agency within 15 (fifteen) days of imposition of penalty. Decision of Chief Executive Officer, NHA, Government of India shall be binding to both the parties. In case of relaxation penalty amount deducted from the invoice payment earlier, shall be paid separately within 45 days of decision.
- d) Only Adherence, Abandoned Call Rate related SLA shall be applicable for non-prime operating hours.
- e) SLAs are subject to revision after every 6 (six) months. In case of change in SLA with mutual consent, an addendum to the contract shall be prepared and signed by both the parties.

SECTION-V: GENERAL AND SPECIAL CONDITIONS OF CONTRACT

Part 1: GENERAL CONDITIONS OF CONTRACT

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) “Applicable Law” means the laws and any other instruments having the force of law in India.(b) “Bidder” means the entity bidding for the services under the Contract.(c) “Connect Minutes” is defined as aggregated connect minutes obtained after aggregating duration of individual calls in seconds divided by 60.(d) “Contract” means the Agreement entered into between the Purchaser and the Service Provider, together with these GC and SC and the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein(e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6 of GC, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 of GC.(g) “GC” means these General Conditions of Contract (Part-I of Section V).(h) “Government” means the Government of India.(i) “In writing” means communication in written form with proof of receipt.(j) “NHA” means National Health Agency, the entity purchasing the services under this Contract.(k) “Party” means the NHA or the Service Provider, as the case may be, and “Parties” means both of them.(l) “Personnel” means persons hired by the Service Provider and assigned to the performance of the Services or any part thereof.(m) “SC” means the Special Conditions of Contract (Part-II of Section V) by which the GC may be amended or supplemented.(n) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Work at Section-
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	<p>III of RFP hereto.</p> <p>(o) “Service Provider” means any private or public entity that will provide the Services to the NHA under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by the NHA and is named as such in the Agreement</p>
1.2 Relationship between the Parties	<p>Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the NHA and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
1.3 Law Governing Contract	<p>This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.</p>
1.4 Language	<p>This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
1.5 Notices	<p>a) Any notice, request or consent required or permission to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC or when sent to such party at the email address specified by the party in the SC.</p> <p>b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the <u>SC</u></p>
1.6 Location	<p>The Services shall be performed at such locations, as the NHA may approve.</p>
1.7 Authorized Representatives	<p>Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the NHA or the Service Provider may be taken or executed by the officials specified in the <u>SC</u>.</p>

<p>1.8 Taxes and Duties</p>	<p>(a) The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees and other impositions levied under the Applicable Laws of India.</p> <p>(b) The Service Provider may be subject to taxes, such as, but not limited to GST, duties, fees, levies etc. on amounts payable by the NHA under the Contract. The quoted cost in the financial bid shall be exclusive of all such taxes. Such taxes shall be quoted separately.</p> <p>(c) If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the NHA as the case may be.</p>
<p>1.9 Fraud and Corruption</p>	
<p>1.9.1 Definitions</p>	<p>It is the NHA’s policy, require that the NHA as well as Service Providers observe the highest standard of ethics during the selection and execution of such contracts. The NHA also requires that the Service Provider does not demand any service charges from the Caller unless the same is agreed with the NHA in advance. In case the NHA, after due diligence, agrees that the Service Provider may charge notified amount for specific services, the Service Provider must ensure that the caller is not over charged on any account. If In pursuance of this policy, the NHA defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</p> <p>(ii) “fraudulent practice” means a misrepresentation or omission of</p>

	<p>facts in order to influence a procurement process or the execution of a contract to the NHA;</p> <p>(iii) “collusive practices” mean a scheme or arrangement between two or more Service Providers, with or without the knowledge of the NHA, designed to establish prices at artificial, non-competitive levels;</p> <p>(iv) “coercive practices” mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(v) “unfair trade practices” mean supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;</p>
<p>1.9.2 Measures to be taken by the NHA</p>	<p>(a) The NHA may terminate the contract and forfeit the EMD/PBG, if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive, coercive or unfair trade practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the NHA to remedy the situation;</p> <p>(b) The NHA may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or unfair trade practices in competing for, or in executing, the contract.</p>
<p>1.9.3 Commissions and Fees</p>	<p>NHA will require the successful Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>
<p>1.10 Interpretation</p>	<p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p>

	<p>(b) unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) The RFP (along with all corrigendum), the Proposal (along with all clarifications) and the Agreement to which these GC and SC are attached shall form the entire contract. Form of Agreement to which the GC and SC are to be attached shall be shared with successful bidder. In the event of an inconsistency between the terms of the Contract and the Bid document and the Proposal, the terms of the Contract hereof shall have first priority, the RFP and corrigendum second priority and then the Proposal will have priority.</p>
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties or such other earlier or later date as may be stated in the SC. The date, the Contract comes into effect is defined as the Effective Date .
2.2 Termination of Contract	
2.2.1 Termination of Contract for Failure to Become Effective	If this Contract has not become effective within such time period as specified in the SC, NHA through a written notice to the other Party, may declare this Contract to be null and void and award the contract to next lowest Service Provider.

<p>2.2.2 Termination of Contract subject to necessary approvals</p>	<p>Notwithstanding the duration of the contract stated in GC 2.4, NHA, reserves the right to terminate the contract at any time without prejudice or liability.</p>
<p>2.3 Commencement of Services</p>	<p>The Service Provider shall begin carrying out the Services within 3 days from the Effective Date specified in the SC.</p>
<p>2.4 Expiration of Contract</p>	<p>Unless terminated earlier pursuant to Clause GC 2.2 hereof, this Contract shall expire at the end of such time period, after the Effective Date or after the agreed volume/quantity has been delivered, as specified in the SC. The contract may be extended by a period of one year plus one year (up to Two years on ‘year on year’ basis or part thereof), subject to satisfactory performance by the Service Provider and acceptance by both the parties.</p>
<p>2.5 Entire Agreement</p>	<p>This Contract contains all covenants, stipulations and provisions agreed by the Parties.</p>
<p>2.6 Modifications or Variations</p>	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>b) In cases of substantial modifications or variations, required by the Service Provider, the prior written consent of the NHA is required.</p>
<p>2.7 Force Majeure</p>	
<p>2.7.1 Definition</p>	<p>a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, currency restrictions, insurrection and civil commotion, acts of terrorism or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>Force Majeure shall not include (I) any event which is caused by the</p>

	<p>negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>b) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<p>2.7.2 No Breach of Contract</p>	<p>The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
<p>2.7.3 Measures to be Taken</p>	<p>a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the NHA, shall either:</p> <ul style="list-style-type: none"> (i) immobilize, or (ii) Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract. <p>e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p>

<p>2.8 Suspension</p>	<p>The NHA may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.</p>
<p>2.9 Termination</p>	
<p>2.9.1 By the NHA</p>	<p>The NHA may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause GC 2.9.1. In such an occurrence the NHA shall give a not less than thirty (30) days' written notice of termination to the Service Provider.</p> <p>(a) If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the NHA may have subsequently approved in writing.</p> <p>(b) If the Service Provider becomes insolvent or goes into liquidation, bankruptcy or receivership, whether compulsory or voluntary.</p> <p>(c) If the Service Provider, in the judgment of the NHA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Service Provider submits to the NHA a false statement which has a material effect on the rights, obligations or interests of the NHA.</p> <p>(f) If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the NHA.</p> <p>(g) If the Service Provider fails to provide the quality services as envisaged under this Contract. The NHA may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The NHA may decide to give one chance to the Service Provider to improve the quality of the services.</p>

	<p>(h) If the Service Provider has been blacklisted by the NHA or any other government agency or disqualified for any reason.</p> <p>(i) If the Service Provider fails to fulfil its obligations under Clause G.C 3.3 hereof.</p> <p>(j) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(k) In the event of Service Provider found:</p> <p>(1) Sub-contracting of work/services of NHA not allowed under RFP</p> <p>(2) Provided incorrect information to NHA.</p> <p>(3) Non-co-operative during audits conducted by NHA/ NHA Regional Office or auditing agencies appointed for the purpose.</p> <p>l) If the NHA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>m) If the Service Provider discloses any Confidential Information during its engagement with NHA</p> <p>n) In the event the NHA terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the NHA may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the NHA for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.</p>
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<p>2.9.2 By the Service Provider</p>	<p>The Service Providers may terminate this Contract, by not less than Ninety (90) days' written notice to the NHA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <p>(a) If the NHA fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(c) If the NHA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the NHA is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the NHA of the Service Provider's notice specifying such breach.</p>
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<p>2.9.3 Cessation of Rights and Obligations</p>	<p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none"> (i) such rights and obligations as may have accrued on the date of termination or expiration; (ii) the obligation of confidentiality set forth in Clause GC 3.4 hereof; (iii) the Service Provider’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof; and (iv) any right which a Party may have under the Law.
<p>2.9.4 Cessation of Services</p>	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by the NHA, the Service Provider shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.</p>
<p>2.9.5 Payment upon Termination</p>	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the NHA shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none"> (a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (I), k (1) to K (3) then the Service Provider shall be eligible for remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed prior to the effective date of termination; (b) If the agreement is terminated pursuant of Clause GC 2.9.1, other than those mentioned in (a) above, the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the NHA may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the NHA. Applicable under such circumstances, upon termination, the NHA may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Service Provider will be required to pay any such liquidated damages to NHA within 30 days of termination date.

<p>2.9.6 Disputes about Events of Termination:</p>	<p>If either Party disputes whether an event specified in Clause GC 2.9.1 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>
<p>2.10 Extension of Contract</p>	<p>The contract may be extended by a period of one year plus one year (up to Two years on ‘year on year’ basis or part thereof), subject to satisfactory performance by the Service Provider and acceptance of both the parties.</p> <p>Note: Performance of the service provider shall be considered as "satisfactory" for extension of the contract ONLY if "Total SLA penalty" levied does not exceed 10% of the total contract value executed at the time of consideration of the extension of the contract.</p>
<p>2.11 Options Clause</p>	<p>The purchaser can exercise an option to procure an additional quantity not exceeding 40% of the original contracted quantity on the same terms and conditions. This option will be applicable within the currency of the contract. It will be entirely at the discretion of the purchaser to exercise this option.</p>

3. OBLIGATIONS OF THE SERVICE PROVIDER

<p>3.1 Standard of Performance</p>	<p>The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology with safe and effective equipment, men, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the NHA, and shall at all times support and safeguard the NHA’s legitimate interests in any dealings with third Parties.</p>
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<p>3.2 Service Providers Not to Benefit from Commissions, Discounts, etc.</p>	<p>The payment of the Service Provider pursuant to Clause GC 6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.</p>
<p>3.3 Prohibition of Conflicting Activities</p>	<p>The Service Provider and their Personnel shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p> <ul style="list-style-type: none"> a) The Service Provider shall protect from unauthorized access, loss or damage and also keep safe, secure and confidential all demographic information, all documents, data and information of any nature provided to the Service Provider for the discharge of services. b) The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from NHA, other than required for discharge of services. c) The Service Provider shall not give access to the information or data collected and received from NHA in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by NHA.
<p>3.4 General Confidentiality</p>	<p>Except with the prior written consent of the NHA, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from NHA in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Breach of the obligation of confidentiality may invite action as per the laws as applicable.</p>

<p>3.5 Insurance to be Taken Out by the Service Provider</p>	<p>The Service Provider</p> <ul style="list-style-type: none"> a) shall take and maintain insurance against risks and coverage at their own cost but on terms and conditions approved by the NHA, as shall be specified in the SC; and b) at the NHA’s request, shall provide evidence to the NHA showing that such insurance has been taken and maintained and the current premiums have been paid.
<p>3.6 Accounting, Inspection and Auditing</p>	<ul style="list-style-type: none"> a) The Service Provider shall: <ul style="list-style-type: none"> keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and periodically permit the NHA or its designated representative and/or the NHA, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the NHA or the NHA, if so required by the NHA. The Audit expenses shall be borne by the Service Provider. b) The NHA shall have the right to carry out inspection checks, audits of the Service Provider’s premises and/ or locations, facilities, or point of delivery of services performed under this contract. c) The NHA shall have the right to carry out scheduled/ unscheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider. d) If a third-party audit is conducted at the instance of Service Provider, the cost of audit will be borne by the Service Provider.
<p>3.7 Sub- contracting</p>	<p>The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval of the NHA.</p>
<p>3.8 Reporting Obligations</p>	<p>The Service Provider shall submit to the NHA the reports and documents specified in RFP, in the form, in the numbers and within the time periods as agreed or required or demanded by NHA.</p>

<p>3.9 Rights of Use</p>	<p>All rights of use of any process, product, service, or data developed, generated, or collected, received from NHA or any other task performed by the Service Provider under the execution of the contract, would lie exclusively with the NHA or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the NHA or its nominated agencies.</p>
<p>3.10 Safety & Security of Data, Premises, Location/ site</p>	<p>(a) The Data, Information, documents etc provided by the NHA to the Service Provider is the property of the NHA. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>(b) The Service Provider shall not use the information, the name or the logo of the NHA and or Government of India except for the purposes of providing the services as specified under this contract.</p> <p>(c) The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the NHA, without prior written permission from the NHA.</p> <p>(d) The Service Provider shall follow the Security Guidelines issued by agencies of the Government of India.</p> <p>(e) Data Retention period shall be defined and reviewed for adequacy at least every three months jointly by the NHA and the Service Provider.</p> <p>(f) Certificate of ‘Data deletion’ to be provided by the Service Provider, at the time of raising periodic bills.</p> <p>(g) The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the ‘The Information Technology Act, 2000 and other relevant Acts, including the Section 43A of the Information Technology Act 2000.</p> <p>(h) The NHA reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.</p> <p>(i) The rogue behaviour of the employees of Service Provider shall fall under the ‘Unlimited liability’ to the Service Provider.</p>
<p>3.11 Equipment & Materials Provided by the Service Providers</p>	<p>Equipment or materials brought into India by the Service Provider and the Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable.</p>

3.12 Intellectual Property Rights (IPR)	The intellectual property rights to all the outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the NHA.
3.13 Assignment	The Service Provider shall not assign, in whole or in part, any of their obligations under this Contract, without prior consent of the Purchaser.

4. SERVICE PROVIDER'S PERSONNEL

4.1 General	The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
4.2 Project Manager	If required by the NHA, the Service Provider shall ensure that at all times during the Service Provider's performance of the Services a Project Manager, acceptable to the NHA, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE NHA

5.1 Assistance and exemptions	<p>Unless otherwise specified in the SC, the NHA shall use its reasonable efforts to ensure that the NHA shall:</p> <ul style="list-style-type: none"> (a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate in its opinion for the prompt and effective implementation of the Services. (b) Provide to the Service Provider and Personnel any such other assistance as may be required in its opinion specified in the SC. (c) The NHA may exempt the penalties, which are applicable on the basis of SLAs and levied on the monthly bills, on the written justifications provided by the service provider.
5.2 Change in the applicable Law related to Taxes and Duties	<ul style="list-style-type: none"> a) The Service Provider and their Personnel shall pay taxes, duties, fees, and other impositions levied under the Applicable Laws of India. b) The Service Provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the NHA. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the NHA or Service Provider, as the case may be.
5.3 Payment	In consideration of the Services performed by Service Provider under this Contract, the NHA shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.

<p>5.4 Counterpart Personnel</p>	<p>(a) If required, the NHA shall make available to the Service Provider free of charge such professional and support counterpart personnel, to be nominated by the NHA with the Service Provider's advice.</p> <p>(b) Professional and support counterpart personnel, excluding NHA's liaison personnel, shall work under the exclusive direction of the Service Provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Service Provider that is inconsistent with the position occupied by such member, the Service Provider may request the replacement of such member, and the NHA shall not unreasonably refuse to act upon such request.</p>
<p>6.1 Payment for Services</p>	<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>6.2 Currency of Payment</p>	<p>All payments shall be made in Indian Rupees (INR)</p>

6.3 Terms of Payment

The payments in respect of the Services shall be made as follows:

- a) The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on ‘Calendar month’ basis’’ along with the penalties in line with SLAs/KPIs mentioned in **Section– IV**. The selected vendors may submit their monthly bill by the **10th** day of the next month which will be paid within **45 days** of submission of the bill.
- b) The invoices submitted, and SLAs imposed will be verified by NHA’s technical partners.
- c) The Service Provider shall provide a billing system that can compute price and penalties in real-time, accessible to NHA.
- d) In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments.
- e) All payments under this Contract shall be made to the accounts of the Service Provider specified in the SC.

f) In case of early termination of the contract, the payment shall be made to the Service Provider as mentioned here with:
Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Service Provider shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s.

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
8.2 Arbitration	<p>(a) Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration under the Arbitration and Conciliation Act, 1996 to be decided by a sole arbitrator. The authority to appoint the arbitrator shall be the National Health Agency.</p> <p>(b) the arbitration proceedings shall be held at New Delhi, India and language used in this proceeding shall be English.</p> <p>(c) The decision of Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.</p> <p>(d) The decision to continue performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.</p> <p>(e) the parties shall use their best endeavours to procure that the decision of the arbitrator is given within a period of six months or as early as is possible after it has been demanded.</p> <p>(f) The courts in New Delhi, India shall have exclusive jurisdiction in relation to this contract including this clause.</p> <p>(g) All fees pertaining to arbitration proceedings shall be borne by the parties equally.</p> <p>(h) all other costs incurred by the parties shall be borne by the respective parties.</p>

9. LIQUIDATED DAMAGES

9.1 Definition	If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not corrected/modified to meet the requirements within 7 days of being informed by the Purchaser, the Purchaser shall be free to impose liquidated damages as specified in the SLA section of the RFP. In addition, the Purchaser reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider. LDs shall not be sole and exclusive remedy with the
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	<p>Purchaser. LDs will be imposed if the default is solely attributable to the Service Provider or its subcontractors etc. LDs are capped at 10% of the total estimated value of the contract. If the LDs cross this cap, Purchaser shall have the right to terminate the contract for breach and consequences for termination due to breach of contract shall apply.</p>
<p>9.2 Limitation</p>	<p>The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.</p>
<p>9.3 Applicability</p>	<p>(a) The liquidated damages shall be applicable as per the details and to the extent as given in Section-IV</p> <p>(b) Also, the Service Provider is liable to the NHA for payment of penalty as specified in the SLA</p> <p>(c) If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the NHA, the NHA shall be free to impose penalty as specified in the contract. In addition, the NHA shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider.</p>

10. ADHERENCE TO RULES & REGULATIONS

10.1 Adherence to Safety Procedures, Rules, Regulations & Restrictions	<p>(a) The Service Provider shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by NHA shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.</p> <p>(b) Access to the data centre/ data processing sites and NHA's locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the NHA. The Service Provider shall maintain a log of all activities carried out by each of its personnel.</p> <p>(c) The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the NHA during the execution of the work.</p> <p>(d) The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and other applicable law notified by Government of India.</p> <p>(e) The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p> <p>(f) The Service Provider shall at all times indemnify and keep indemnified the NHA for any situation arising out of this clause while providing its services under the Project.</p>
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11. LIMITATION OF LIABILITY

11.1 Limitation of Liability	<p>Except in case of gross negligence or wilful misconduct:</p> <p>(a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the NHA; and</p>
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	<p>(b) The aggregate liability of the Service Provider to the NHA whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the NHA with respect to patent infringement or any third party claims .</p> <p>(c) The liability of Purchaser to Service Provider shall be limited to the amount of fees payable under the Contract. The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per Clause 2.2(b) of GC of this contract.</p>
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12. MISCELLANEOUS PROVISIONS

<p>12.1 Miscellaneous Provisions</p>	<p>(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(ii) The Service Provider shall notify the NHA of any material changes in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>(iii) The Service Provider shall at all times indemnify and keep indemnified the NHA against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this Contract.</p> <p>(iv) The Service Provider shall at all times indemnify and keep indemnified the NHA against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its 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</p> <p>(v) The Service Provider shall at all times indemnify and keep indemnified the NHA against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(vii) All materials provided to the NHA by Service Provider are subject to public disclosure laws such as RTI etc.</p> <p>(viii) The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract or any activity related to NHA without a written consent from the NHA.</p>
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PART-II: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SC) shall supplement the General Conditions of Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

(Clauses in brackets { } are optional; all notes should be Deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>NHA: Chief Executive Officer Attention: National Health Agency 343, Nirman Bhawan New Delhi-110011 Facsimile: _____ E-mail: _____</p> <p>Service Provider: Attention: _____ Facsimile: _____ E-mail (mandatory): _____</p>
1.6	<p>The Services shall be carried out at the site/s as agreed to and approved by the NHA.</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the NHA: Chief Executive Officer National Health Agency 343, Nirman Bhawan New Delhi-110011</p> <p>For the Service Provider: _____</p>
2.1	<p>The effective date of the Contract: Date of Signing of the contract by both parties. i.e. _____</p>
2.3	<p>The date for the commencement of Services: Within 3 days from the signing of the contract between the NHA and the Service Provider.</p>
2.4	<p>The tenure of the contract shall be: 3 years (36 months) w.e.f. the effective date of the contract</p>

<p>3.5</p>	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Service Provider or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988; (b) Third Party liability insurance, with a minimum coverage of the value of the contract (c) Professional liability insurance, with a minimum coverage of the value of the contract (d) NHA’s liability and workers’ compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider’s property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.
<p>6.2</p>	<p>Any amount mentioned in this contract and subsequent implementation shall be in Indian Rupees (INR)</p>
<p>6.3</p>	<p>General terms and conditions of Payment Schedule</p> <ul style="list-style-type: none"> 1) All undisputed and eligible payments shall be made by the NHA in favour of the Service Provider. 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) Service Provider shall obtain sign-off for each milestone completed from the NHA and raise invoice against the same. 4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 30 days of submission of invoice. 5) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the NHA, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, NHA shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the NHA under this contract. 6) All payments under this Contract shall be made to the account of the Service Provider with (Bank & A/c No.): _____ 7) Power to levy penalty: Notwithstanding anything in the RFP, if in the opinion of the NHA, any work done or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, NHA shall be at liberty to levy penalties as per the service levels defined. These powers to levy penalties shall be without prejudice to any other power/ right of the NHA under this contract.
<p>8.2</p>	<p>The Arbitration proceedings shall take place in New Delhi in India and cost of Arbitrator / Arbitration to be borne by parties themselves.</p>

SECTION-VI ANNEXURES AND APPENDICES

ANNEXURES:

- I. Financial Bid Covering Letter
- II. Financial Bid Form
- III. Standard Contract Form
- IV. Form of Performance Bank Guarantee
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- VI. Team Profile Proposed For NHA
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- VIII. Letter Format for Inability to Match Discovered Rate
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ANNEXURE I: Financial Bid Covering Letter

(To be submitted on the Letter head of the Bidder)

To,

General Manager (Administration)
National Health Agency
343, Nirman Bhawan

New Delhi 110011

Ref: Request for Proposal (RFP) Notification No. _____ dated _____

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide No. _____ dated _____ for NHA, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to NHA in accordance with your RFP.
3. We have read the provisions of the RFP document, confirm our acceptance for the same and we are hereby submitting our Financial Bid.
4. 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.
5. We would like to declare that we are not under a declaration of ineligibility for corrupt or fraudulent practices anywhere in India.
7. We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government.
8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
9. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and its amendments.
10. We understand that NHA is not bound to accept any bid received in response to this RFP.
11. In case we are engaged by NHA for executing the services, we shall provide any assistance/cooperation required by NHA/auditing agencies appointed by it/NHA officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.

13. In case we are engaged as a Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by NHA.
14. The financial bid includes the cost of setting up and operating the services, cost of providing additional services and performing all functions as per the ‘Scope of Work’ and ‘SLAs’ defined in this RFP.
15. We already have the technical and financial capability in India for carrying out the services as detailed in the ‘Scope of Work’.

No.	Information	Details
1.	Name of the Contact Person	
2.	Address of the Contact Person	
3.	Name, designation and contact address of the person to whom all references shall be made regarding this RFP	
4.	Telephone number of the Contact Person	
5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	
7.	Email ID of the Contact Person	
8.	Corporate website URL	

16. Our correspondence details with regard to this RFP are:

17. We also understand that in case of deficiencies in our services as per the requirement of RFP, NHA reserves the right to allocate our volume of work, in full or in part, to other Service Provider for a limited period or on permanent basis.

Yours sincerely,

Signature of Authorized Signatory [*In full as well as initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

ANNEXURE II: Financial Bid Form

Reference: RFP document No. _____ Dated _____

1. Financial Bid indicating the **Cost per seat**, which will be charged to NHA (exclusive of all statutory taxes and duties etc.) for the services required by the NHA, is given in Table below. All taxes GST, duties, fees, levies etc has also been quoted separately as per the format provided.

S. No.	Details	Amount Cost in INR (Indian Rupees)
1	Cost per Call Centre Seat per shift per day	
2	Cost of 200 Call Centre Seat for a month	
3	Cost of 200 Call Centre Seat for 36 months	
4	GST	
5	Any Other Tax	
	Grand Total of Cost (3+4+5)	
Notes on Discount/ Any Other Tax Information		

2. The cost is inclusive of all the activities related to, but not limited to the requirements and services given in **Section-III ‘Scope of Work’** of RFP.
3. The Service Provider shall include the entire cost of executing the mentioned Scope of work including the Call Centre infrastructure set up, IT hardware, software, tools, licensing, electricity, lease rent, bandwidth, supporting manpower, facility management charges cost, manpower hiring cost, salary cost, out of pocket expenses, building maintenance cost and any other charges as CCE cost.

4. **Rate for handling of Emails and Chat will be on per seat basis.** The rate for every inquiry/ grievance through email or Chat attended by the Call Centre Executive and logged in the CRM system will be the per seat dedicated resource deployment basis as the rate quoted by the Service Provider.

Yours sincerely,

Signature of Authorized Signatory: _____

Name and Title of Signatory : _____

Name of Firm _____ :

Address : _____

ANNEXURE III: Standard Contract Form

THIS AGREEMENT is made on this _____ day of _____, 2018 between Chief Executive Officer, National Health Agency, (hereinafter called the “NHA”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and _____ (Name of authorized signatory) of _____ (Name of the firm/company) (Hereinafter called the “Service Provider”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the NHA had invited bids for Call Centre Services, vide their bid document number No. _____ dated _____.

AND WHEREAS various applications were received pursuant to the said bid.

AND WHEREAS the NHA has accepted a Bid by the Service Provider for the supply of those Services in the sum of Rs. _____ per seats exclusive of all statutory taxes (hereinafter “the Contract Price”).

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement. We understand that all the conditions of the RFP, including those on allocation and re-allocation of volume of work, will be binding on us.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) General and Special Conditions of Contract mentioned in Section IV of the RFP;

- b) The RFP
- c) Duly signed Letter of Intent dated _____
- d) Acceptance letter of the bidder dated _____
- e) Proposal

3. The mutual rights and obligations of the NHA and the Service Provider shall be as set forth in the Contract, in particular:

- a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- b) the National Health Agency shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of *[Name of National Health Agency]*

[Authorized Representative]

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

ANNEXURE IV: FORM OF PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....

Date.....

To

General Manager(Administration)

National Health Agency

343, Nirman Bhawan

New Delhi-110011

Dear Sir,

1. In consideration of the National Health Agency, Government of India, on behalf of the CEO, NHA on behalf of the Authority, (hereinafter referred to as the 'NHA' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Service Provider, resulting in a Contract, bearing No..... dated..... valued at.....for..... (scope of Contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).
2. We..... (Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Service Provider merely on a demand from the NHA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NHA by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the NHA and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the NHA discharges this guarantee.
3. The NHA shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Service Provider. The NHA shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider, and to exercise the same at

any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the NHA and the Service Provider or any other course or remedy or security available to the NHA. The Bank shall not be released of its obligations under these presents by any exercise by the NHA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the NHA or any other indulgences shown by the NHA or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the NHA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee the NHA may have in relation to the Service Provider's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to Rs. (in words & figures).
 - b. This Bank Guarantee will be valid up to; and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before
.....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this..... day of.....2018 at.....

WITNESS

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Designation with Bank Stamp)
Attorney as per Power of Attorney No.....	Dated.....

ANNEXURE V: BANK GUARANTEE FOR EMD

(To be Stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To
General Manager (Administration)
National Health Agency
343, Nirman Bhawan
New Delhi-110011

Dear Sir/s,

1. In accordance with Invitation to Bid under your Specification No..... M/s having its Registered/Head Office at..... (hereinafter called the 'Service Provider') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid up to on behalf of Service Provider in lieu of the Bid deposit required to be made by the Service Provider, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by National Health Agency (NHA), the amount of (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Service Provider.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to Rs. (in words & figures).
 - b. This Bank Guarantee will be valid up to; and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this..... day of.....2018.....at.....

WITNESS

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....

ANNEXURE VII: Letter Format for Matching Discovered Rate

(To be submitted on the Letter head of the Bidder, where the Bidder has been given the option of matching the Discovered Rate and the Bidder chooses to match the same)

To,

General Manager (Administration)
National Health Agency
343, Nirman Bhawan
New Delhi 110011

Reference: RFP document no. _____ dated _____.

Subject: Acceptance of Matching Discovered Rate.

Dear Sir,

1. On completion of the bid submission and opening processes, we, the undersigned, have been discovered to be the *<Insert L2, L3, L4 or L5 as applicable>* Bidder.
2. The discovered rate is *<Insert Discovered rate for the Schedule>*
3. As per the due process that followed, we were given the option of matching the discovered rate.
4. We hereby accept the offer to match the Discovered Rate and operate as per conditions laid down in the RFP.
5. We understand that all the conditions of the RFP, including those on allocation of volume will be binding on us.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

ANNEXURE VIII: Letter Format for Inability to match Discovered Rate

(To be submitted on the Letter head of the Bidder where the Bidder has been given the option of matching the Discovered Rate and the Bidder chooses to not to match the same)

To,

General Manager (Administration)
National Health Agency
343, Nirman Bhawan

New Delhi 110011

Reference: RFP document no. _____ dated _____.

Subject: Rejection of Matching Discovered Rate.

Dear Sir,

1. On completion of the bid submission and opening processes, we.....the undersigned, have been discovered to be the *<Insert L2, L3, L4 or L5 as applicable>* Bidder.
2. As per the due process that followed, we were given the option of matching the Discovered Rate.
3. We regret to inform you that we will be unable to accept the offer to match the Discovered Rate.
4. We understand, with this we forfeit the right to further participate in the selection process.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

ANNEXURE IX: PROFORMA FOR INTEGRITY PACT

INTEGRITY PACT

Between

National Health Agency (NHA) hereinafter referred to as “The Principal”,

and

..... hereinafter referred to as “The Service Provider/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Service Provider/s and Contractor/s.

In order to achieve these goals, the Principal has appointed Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process treat all Service Providers with equity and reason. The Principal will in particular, before and during the tender process, provide to all Service Providers the same information and will not provide to any Service Provider confidential / additional information through which the Service Provider could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988(PC Act), or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Service Provider/ contractor

- (1) The Service Provider / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Service Provider / Contractor will not enter with other Service Providers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Service Provider / Contractor will not commit any offence under the relevant IPC/PC Acts; further the Service Provider / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Service Providers(s)/Contractor(s) of foreign origin shall disclose the name and address of Agents/representatives in India if any. Similarly, the Service Provider(s)/Contractor(s) of Indian nationality shall furnish the name and address of foreign principals if any.
 - e) The Service Provider / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Service Provider, before contract award or during execution has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Service Provider into question, the Principal is entitled to disqualify the Service Provider from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Service Provider / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Service Provider / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors

within the company hierarchy of the Service Provider and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

- (2) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Service Provider from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Service Provider liquidated damages equivalent to Earnest Money Deposit / Bid Security or will execute Bid-Securing Declaration.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Service Provider declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption or with any other Public-Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Service Provider makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Service Providers / Contractors / Subcontractors

- (1) The Service Provider / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Service Providers, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all Service Providers who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Service Providers/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Service Provider, Contractor or Subcontractor, or of an employee or a representative or an associate of a Service Provider, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor / Monitors

- (1) The Principal has appointed competent and credible external independent Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Service Providers/Contractors as confidential. He reports to the Chairman, NHA.
- (3) The Service Provider(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Service Provider / Contractor / Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chief Executive Officer, NHA within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chief Executive Officer, NHA a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Service Providers 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman, NHA.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership, this agreement must be signed by all partners.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

for the Service Provider / Contractor

Place -----

Date -----

----- For the Principal

Witness 1: -----

Witness 2: -----

ANNEXURE X: Checklist of Documents

CHECKLIST

S. No.	Category	Detailed description	Compliance (Yes/No)
1.	Cover Letter (on letterhead of the Bidder)		
2.	Pre-Qualification Criteria	Signed and scanned copy of List and Supporting Documents as per Table-1 of Part-III of Section II. Earnest Money Deposit	
3.	Technical Evaluation Criteria	Signed and scanned copy of List and Supporting Documents as per Table-2 of Part-III of Section II+ copy of presentation.	
4.	Commercial Bid	Commercial bid filled out in the formats as specified in Annexures II (schedule of price bid) & Annexure I of Section-VI.	
5.	Integrity Pact	Signed and scanned copy Integrity pact as per _____.	
6.	Non-Disclosure Agreement	Signed and scanned copy of Non-Disclosure Agreement as per Annexure D of Section VI.	
7.	Letter Format for Discovering Match Rate/Inability to Match Rate	Signed and Scanned Copy of Letter Format as per the Annexure VII or Annexure VIII of Section VI.	
8.	Bank Guarantee for EMD	Signed and Scanned Copy of Annexure V of Section VI.	
9.	Team Profile Proposed for NHA	Filled Copy of Annexure VI	

ANNEXURE XI: List of Documents Submitted

Date:

Bid No.:

To

General Manager (Administration)

National Health Agency (NHA)

343, Nirman Bhawan

New Delhi-110011

We, the undersigned, declare that:

The following documents listed herein have been submitted –

Sr. No	Document Type	Fulfilling Clause No.	Page No. (Attached in the document)	Remarks

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____