



# CONCEPT NOTE FOR OPERATING A CALL CENTRE ON OUTSOURCED MODEL



Ministry of Health and Family Welfare  
Government of India

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The objective of this document is to assist States/UTs in operationalizing a call centre for various health initiatives. This document is intended as a reference for use by the States/UTs which can then be customized/modified to meet State/UT specific needs and priorities.

States/UTs are also requested to validate the prevailing procurement policies, State/UT orders & guidelines and legal opinion while selecting an appropriate Call-centre Service Provider (CSP) through this document.



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### **FOREWORD**

There has been a felt need to provide call centre based services for medical consultation, counseling, grievance redressal, health information, and information about schemes and programmes of government in health sector.

The Ministry has been endeavouring to move towards Universal Health Coverage (UHC) by providing assured services free of cost, through programmes such as Janani Shishu Suraksha Karyakram, Rashtriya Bal Swasthya Karyakram, family planning, essential drugs and diagnostics initiatives etc. However, such entitlement based services will not be very effective unless these are backed by a robust grievance redressal mechanism to address the issue of denial of entitlements. Tele-medical-consultation offers an economical way of providing health care in the comfort of one's home. Creation of awareness about the health schemes and initiatives is important to enable citizens to avail of the services. Provision of feedback establishes a two way communication between Government and citizens and it provides a cost-effective citizen-centric governance framework.

Given the high mobile phone penetration in our country including in far flung areas, Governments have been utilising the power of mobile technology for achieving the above objectives. Thus, more and more States / UTs are setting up or proposing to set up call centres for some or all of the above purposes.

In view of this, Ministry of Health and Family Welfare (MoHFW) has prepared a concept note to clarify some important points related to call centres. A template proposal has also been prepared so that there is uniformity in proposals submitted by States / UTs. To facilitate the States / UTs in outsourcing the work, a model Request for Proposal (RFP) has also been prepared.

I am sure the above documents will be helpful to the States / UTs in understanding the issues related to setting up and operationalization of call centres and operationalising integrated call centres to cater to varied health sector requirements.

  
(C K Mishra)

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## PREFACE

Government at various levels is consistently striving to offer various healthcare services like tele-medical consultation, health education, information about government schemes, programmes and healthcare services, grievance redressal, query resolution etc. A lot of progress has been made in the health sector in India. However, there is a need to develop an effective two way communication platform between Government and citizens.

High mobile phone penetration in the country offers call centre as a platform for two way communication between Government and citizens. It is not surprising then that many States / UTs have been submitting proposals to MoHFW for establishment and operationalization of call centres for various purposes. However, there was no uniformity in the proposals being submitted by States / UTs. Further, proposals submitted by some States / UTs evidenced lack of proper understanding of some aspects of setting up and operationalization of call centre.

In order to address this situation, a concept note has been prepared in consultation with the States / UTs and after studying the existing models. The note explains some key aspects of setting up and operationalization of call centre. For ease of States / UTs, a template for submitting proposals and a model RFP for outsourcing the work have also been prepared. States / UTs may customise the model RFP as per their requirements.

An integrated call centre for providing different services would be more efficient and cost-effective as compared to a multitude of call centres, each providing a particular type of service. Evidence indicates that outsourced model is a better option because it provides flexibility in terms of deployment of human resources and provision of services through professional agencies. Further, outsourced model enables State / UT in focusing on their core operations rather than on managing day-to-day matters of a call centre. It also does not put a permanent liability on the government.

I request the State / UT Governments to go through these documents carefully before submitting their proposals for establishment and operationalization of call centres.

I thank officers and officials of MMP Cell in preparing this concept note, template proposal and model RFP. I thank NHSRC for customising the documents in printable book format and getting them printed. I would be grateful to users for providing their valuable suggestions for further improvement in the documents.

(Manoj Jhalani)

26<sup>th</sup> August, 2016



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## Definition of key terms

S No	Term	Definition
1.	Call centre Service Provider (CSP)	The implementing agency responsible for implementing and managing the call centre operations.
2.	Target Population	People who would be called from the call centre to provide them the services envisaged through call centre.
3.	Beneficiaries	People who are receiving or seeking healthcare services through the call centre.
4.	Health workers	People who assist in and provide healthcare services to the beneficiaries.
5.	Call centre Agent	People who talk to the beneficiaries over phone to resolve their queries and problems.
6.	Stakeholders	People involved in the project for delivering call centre services to the caller.
7.	Project	The work accomplished under the assignment of setting up and operationalization of call centre.
8.	Call Centre Solution	A system that allows a company or organization to operationalize a call centre.
9.	Call centre Seat	The number of workstations through which calling operation is carried out in a call centre.

# CONCEPT NOTE

## 1. Introduction

- 1.1 Government at various levels is consistently striving for offering various healthcare services to the citizen under different schemes and programmes. Evidence across the states suggest that tele-consultation, counseling, grievance redressal and providing information about government schemes through a call centre based operations can be very effective. However, very few states have implemented an integrated call centre which works like a single contact point for different matters concerning health sector. An integrated call centre for providing different services would be more efficient and cost-effective as compared to a multitude of call centres, each providing a particular type of service.
- 1.2 Government is promoting the schemes and programmes through various media. In order to propel these initiatives, there is a need to develop an effective two way communication platform between Government and citizens.
- 1.3 This platform shall provide personalized assistance to the citizens on various aspects such as tele- medical-consultation, health education, information about government schemes, programmes and healthcare services, grievance redressal, query resolution etc. It would also allow calls to be made to beneficiaries and healthcare providers to gather feedback on various programmes and initiatives. Further, this would also facilitate the Government in taking corrective actions and strengthening their schemes / programmes based on the data generated through this platform. There are various mechanisms through which an effective two-way communication platform between Government and citizen can be established, with voice mobility being one of the most accessible and convenient method.
- 1.4 India has a high telecom penetration that has reached even remote rural areas. This penetration can be effectively harnessed to connect with the citizens from remote rural areas and support them in availing better healthcare services. Further, a trend of increasing growth of telecom penetration in rural area has strengthened the belief that this mode of communication can be utilized for accessing and delivering healthcare services.
- 1.5 Trend of high telecom penetration highlights the opportunity to harness it through call centre that can serve as an effective information exchange platform between citizen and Government. These call centres can be used as a platform for personalized communication between the citizen and the Government wherein the citizens can avail the desired healthcare services and provide their feedback too.

## 2. Call centre- healthcare coverage

Many call centre initiatives have been taken up in various healthcare areas such as health awareness, health service delivery feedback, grievances, health counselling etc. Government at Central and State/UT level are setting up call centres as per their specific requirements wherein even toll-free services are being provided to the citizens for enabling maximum participation. Some of the initiatives that are being taken up through a call centre are as follows:

### 2.1 MCTS Call Centre

2.1.1 MCTS is a centralized web-based application which captures the name based data of pregnant women and children and provides the necessary foundation for tracking the pregnant women and children to assist them in availing timely and full range of healthcare services. It is aimed at capturing information on all pregnancies and births (including at government or private facilities) in the country. The details of services such as ANC and deliveries for pregnant women and immunization for the children are being captured under MCTS.

2.1.2 In order to enhance data usage and quality, some States / UTs have started MCTS call centres wherein they call the beneficiaries and health workers and verify the data already registered in MCTS. Other health related services are also provided through call centres. Further, these call centres also gather feedback on various services being delivered.

### 2.2 Grievance Handling Call Centre

2.2.1 A need was felt to develop a platform wherein grievances on issues such as receiving timely health services, quality of care, out of pocket expenses, attitude of the health service providers and the cost of care may be registered by the citizen for resolution.

2.2.2 The services that may be offered in this system are as follows:

- a) Receive complaints and feedback regarding deficiencies in health service provided in public hospitals / health facilities.
- b) Registering and tracking of grievances regarding the deficiencies in healthcare delivery, welfare schemes and entitlements.
- c) Citizen's feedback regarding improvement of health service delivery with respect to quality of care, safety, courtesy and other aspects, may be received and sent to the concerned departments for appropriate action.

2.2.3 The authorities may resolve the grievances immediately or as early as possible. In

view of this the grievance redressal process is broadly divided into the following two categories:

- a) Real time/immediate redressal: A system where grievances may be resolved by call centre agent as soon as they are received.
- b) Time bound resolution: It may not be possible to resolve many of the reported grievances immediately. For that, grievances may be registered and the concerned authority may be notified about them to resolve them. They may pertain to different levels. Defined time limits may be prescribed at different levels and respective nodal person may be made responsible for the resolution of the grievances.

### **2.3 Health Counselling Call Centre**

There are many remote areas where access to proper healthcare is not available. This has led to establishment of health counselling call centres for counselling the citizens, providing them with the required information, advice, and referral centre details on real time basis. The core functionalities of health counselling call centre are given below:

- a) Health information on matters such as first aid, nutrition, disease prevention etc.
- b) Medical advice including emergency medical advice.
- c) Information on healthcare services, healthcare facilities and diagnostic centres.
- d) Counselling services on general well-being and other specialized areas.
- e) Referral services.

### **2.4 Programme Related Call Centre**

There may be certain initiatives being run by the States/UTs e.g. drug supply chain, availability of blood, medical equipment etc. Call centres may be set up for spreading awareness about and promoting health initiatives/programmes.

### **2.5 Integrated Call Centre**

Many States/UTs have felt the need to start integrated call centres which cater to the combination of above mentioned requirements. An integrated call centre for providing different services would be more efficient and cost-effective as compared to a multitude of call centres, each providing a particular type of service.

## **3. Call centre – Functionalities**

A call centre may offer various set of services through various modes of communication that are best suited to the citizens. These modes of communication form the basic functionalities

of a call centre. Some of these modes of communication and functionalities of a typical call centre are as given below:

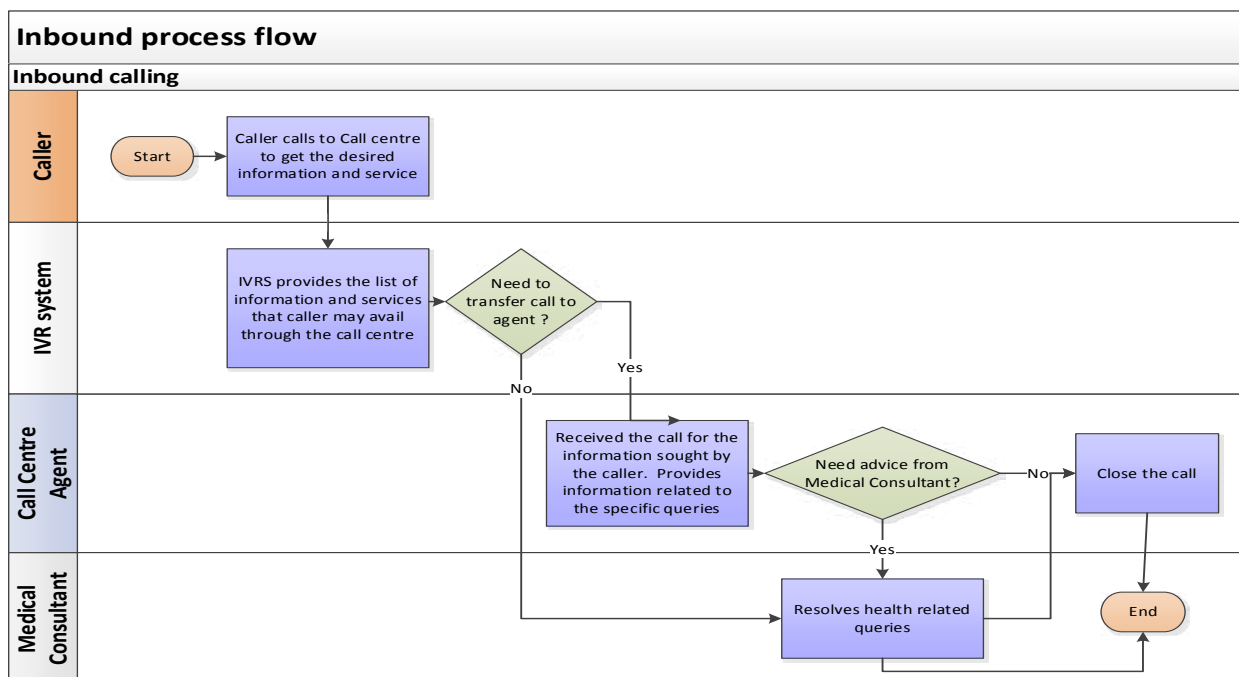
### 3.1 Inbound Calling

3.1.1 Citizens may call the call centre for availing the desired service. Once, a call centre receives the call from the citizen, it will provide information related to government schemes and programmes, healthcare services and other related areas. Interactive Voice Response System (IVRS) connects callers to a trained call centre agent for personalized assistance.

3.1.2 Some of the services and information which may be provided through inbound calling are as follows:

- query resolution on health and medical issues of callers
- query resolution of the health workers
- promotion of government programmes and schemes among callers and health workers
- healthcare education for beneficiaries and health workers
- resolution of the grievances particularly in relation to entitlements, such as JSSK, free essential drugs and diagnostics

3.1.3 CSP will design the inbound call flow as per to the requirements of the State/UT.



3.1.4 However, an indicative process for the inbound call is given below:

- i. The call may be first handled by an IVR system wherein the IVRS provides the list of services that a caller can avail through the call centre. This feature provides the caller a self-service option to get the desired information and services.
- ii. In case caller has unresolved queries, the IVRS may route the call to a call centre agent for personalized assistance. Call centre agent will assist the caller in order to get the queries resolved. In case where a specialized medical help is required, the call may be forwarded to the medical consultant.

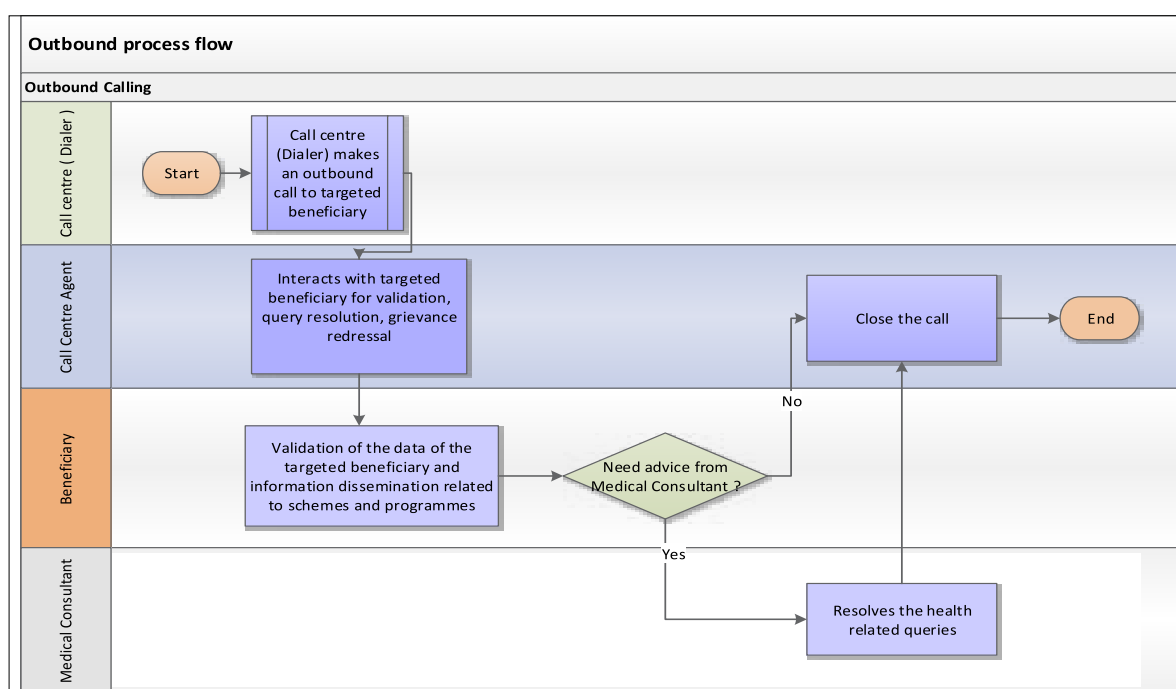
## 3.2 Outbound Calling

3.2.1 State/UT may desire to connect with the targeted beneficiaries for various purposes such as:

- a) Validation of the beneficiaries' data in the system
- b) Creating awareness about the various government schemes and programmes
- c) Getting feedback on the healthcare services received by the beneficiaries
- d) Validation of the health worker details registered in the system
- e) Validation of the services delivered by health workers

### 3.2.2 Outbound Call Process Flow

CSP will design the outbound call flow according to the requirements of the State/ UT. However, an indicative process for the outbound call is given below:



3.2.3 Outbound calls may be made from the call centre to beneficiaries / health workers registered in the system for validation of the data and awareness generation. Call centre agents make calls to beneficiaries and health workers for data validation and spreading awareness of various government schemes and programmes. In case where a specialized medical help is required, the call may be forwarded to the medical consultant.

### 3.3 SMS Services

SMS can be effectively used for providing specific details to the relevant stakeholders. An integrated SMS solution will enable the call centre agents to send required information to the stakeholders. The indicative list of functionalities of SMS solution is given below:

#### 3.3.1 Inbound SMS

Inbound SMS services may be used to get feedback from beneficiary / health worker on the calls made to them through call centre. The beneficiary / health worker may also send SMS to get specific details such as services due, linked health worker details, information regarding government schemes and programme, etc.

#### 3.3.2 Outbound SMS

- a) Outbound SMS solution may be used for following indicative activities:
  - i. To provide specific details to the beneficiary / health worker as desired by them
  - ii. To send relevant information to the beneficiary / health worker or the linked phone numbers in the database
  - iii. To broadcast health related information to the targeted group

## 4. Resource Requirement

- 4.1. State/UT may define resource requirement for operationalisation of the project like project operation team, call centre agents, IT support team, medical consultant etc. Roles and responsibilities of the resources for operating a call centre may include the following:



S No	Resource Type	Description
a)	Supervisor	Will be responsible for day-to-day operations and supervising the calling operation. Will be responsible for managing the efficiency of calling operation.
b)	IT support	Will be responsible for application uptime, solution installation and maintenance of hardware and software.
c)	Call centre Agents	Will be responsible for receiving calls from callers or making calls to beneficiary / health worker for resolution of queries, grievance and providing advice.
d)	Medical Consultant	Will provide necessary medical assistance to the caller / beneficiary / health worker over the phone for specific queries.

- 4.2. The State/UT needs to assess its requirement of the call centre and the envisaged services to be provided through it. Based on the need assessment, the State/UT may appoint an agency [Call centre Service Provider (CSP)] for establishing and operating the call centre on its behalf.
- 4.3. Based on the scope of services and the requirement of the State / UT, the call centre can be broadly implemented and operated on 'In-house' or 'Outsourced' model. Evidence indicates that Outsourced model is a better option because it provides flexibility in terms of deployment of human resources and provision of services through professional agencies. Further, outsourced model enables State / UT in focusing on their core operations rather than on managing day-to-day matters of a call centre. It also does not put a permanent liability on the government.
- 4.4. The requirements and functionalities of Outsourced Call Centre Model have been detailed out in the subsequent section.

## 5. Outsourced Call Centre model

- 5.1. It is generally not desirable to set up infrastructure and run the call centre from our own premises and may be better to provide operation of running a call centre on turnkey basis. In such a case, State/UT is not required to provide space or any other infrastructure to the Call centre Service Provider (CSP). Call centre Service Provider will develop the call centre application as per the requirements of State/UT, establish, deploy and operate the call centre in its own premises.
- 5.2. Some of the commonly used payment modes in an outsourced call centre are as follows:

5.2.1. Time based payment mode: CSP may be engaged based on the time of actual calling made through the call centre. Unit rate for payment to the CSP will be based on per hour of actual calling made through the call centre. CSP payment = Number of actual hours of calling made through call centre (considering number of seats in the call centre, working hours of call centre and actual number of operational days) X unit rate of calling.

5.2.2. Seat based payment mode: Seat based payment mode is considered when fixed number of call centre agent seats are envisaged for the call centre. In this case, the payment shall be made based on the per seat rate for the call centre. CSP payment = Number of Call centre Seats in the call centre X unit rate per Call centre Seat.

5.3. The detailed requirement for a typical outsourced call centre is enumerated in Section A. State/UT may refer it for preparing proposal for outsourced call centre.

## 6. Project Plan

State/UT needs to devise a detailed project plan for the call centre including implementation and operationalization of the call centre. Various factors that may be considered while devising the project plan are as follows:

### 6.1 Governance Structure

State/UT needs to plan a governance structure for the call centre project. This structure may broadly consist of a committee that will guide the project and an external agency that may be engaged to provide specialized and specific inputs to the project.

#### 6.1.1 Committee for call centre management

State/UT needs to constitute a committee that will steer and guide the call centre project. This committee will take strategic and operational decisions for the call centre. The committee may comprise the following members:

- a) Chairperson – Chairperson will preside over the committee and will be involved in the decision making process for the project.
- b) Nodal officer – Nodal officer will oversee, manage and guide the entire project and take decisions related to day to day operations of the project.
- c) Technical officer – Technical officer will oversee the technical aspects of the project.
- d) Representatives from the Department – Representatives from the Department will provide the programme related inputs and requirements to the committee.

### 6.1.2 External agency

State/UT may hire an external agency for providing specialized assistance in RFP preparation, technical support, bidding process, preparation of contract, contract management, SLA monitoring and project management.

## 6.2 Selection of Call Centre Service Provider (CSP)

6.2.1.State/UT needs to select a CSP that will implement and operationalize the call centre. State/UT needs to follow the relevant financial rules and procurement policies laid down by the Government in selection of CSP.

6.2.2.Selection procedure typically consists of the following major activities:

a. Preparation of Request for Proposal (RFP)

State/UT needs to prepare an RFP to invite the prospective bidders for participation in the bidding process. The RFP should clearly mention the scope of the project and the relevant terms & conditions. The RFP should be based on the relevant financial rules and procurement policies laid down by the Government.

b. Bidding process for selection of the CSP

Bidding process will include the following activities:

- i. Publication of RFP
- ii. Evaluation of bid proposals submitted by the bidders
- iii. Identification of successful bidder
- iv. Signing of contract

## 6.3 Project Timelines

6.3.1.State/UT should formulate the project timelines. This shall consist of the activities that will be performed for the implementation and operationalization of the project.

6.3.2. An indicative project timelines for a call centre project are mentioned below:

S. No.	Activity	Timeline
1.	Selection of CSP	
a.	Preparation of RFP	
b.	Publication of RFP	
c.	Identification of successful bidder (CSP)	Indicative
d.	Signing of contract with the CSP	
2.	Implementation of the project	
a.	Go-live of the project	
3.	Operationalization of the project	

## 7. Other Factors State / UT needs to Consider

### 7.1 Intellectual Property Rights (IPRs)

State/UT should design its own IPR clause based on the following:

Any pre-existing IPRs of CSP shall be owned by CSP. IPRs arising out of this project shall be owned by the State/UT. The source code of the call centre solution developed under this project shall be owned by the State/UT. State/UT can modify the application or source code for their own use. If required, State/UT can modify the call centre solution either by their own professionals or by third party professionals. The IPRs of the Third Party Software, Hardware, or System used by any party under this project shall rest with the OEM/concerned party except for the customizations done over these software products for the project.

### 7.2 Standard Rules & Regulations

State/UT should follow the extant guidelines for setting up of a call centre, like:

- a. Government rules for procurement
- b. Compliance to the standards such as IPV6; IT (Amendment) Act, 2008; EHR standards; eGovernance policies as prescribed by the DeitY/MoHFW/any other government organization.

### 7.3 Call Centre Utilization

Call centre Agents are crucial resources in a call centre. State/UT should strive for maximum call centre utilization. The calculation for sizing of the call centre may be done based on the envisaged call volume for the day rather than the envisaged call volume during peak hour (except when it is felt necessary by the State/UT as per the requirement of the programme). The call centre utilization may also be increased with a right mix of inbound and outbound calling process. Since the State/UT cannot ensure a minimum volume of inbound calls, it would be advisable to avoid setting up a call centre based only on inbound calls. If at all a call centre based only on inbound calls is set up, provision should be made in RFP so that the number of Call centre Seats may vary with the call volume.

### 7.4 Monitoring and Evaluation

State/UT needs to continuously monitor the call centre operations and evaluate them vis-à-vis the desired outcome from the project. An efficient reporting system helps in monitoring the key performance indicators of the call centre. State/UT may design a reporting system that will provide status of the call centre operations in terms of call quality, SLA performance, data quality and other related factors.

## 7.5 Calling Hour Efficiency

7.5.1. It is observed that call centre works with 60-80% efficiency i.e. actual hours of calling may vary from 60 to 80% of the total call centre operational hours. State/ UT will also need to consider factors like idle time between calls, lunch/tea breaks etc, wrap up time while designing the requirement of number of Call centre Seats.

## 7.6 Other aspects for consideration

State/UT may also consider following points for conceptualizing the scope of the call centre, selection of Call centre Service Provider (CSP) and implementation / management of the call centre:

7.6.1 While conceptualizing a call centre for medical advice, States / UTs need to develop the scope of medical advice / services to be offered to the beneficiaries through the call centre. Only the standard medical advice will be provided through the call centre. In case of critical or complex medical conditions, they will be guided to consult the nearest healthcare facility. State / UT should exclude any clinical advice that would be in contravention to extant laws.

7.6.2 Standard operating procedure varies with various call centre initiatives and from State to State. Hence, State / UT needs to devise a standard operating procedure specific to their call centre initiative and their administrative structure. Calling agent will provide advice based on such standard guidelines and standard operating procedure developed / approved by the State / UT.

7.6.3 While conceptualizing a call centre, States may plan for appropriate IEC activities including advertisement and awareness of the initiative under appropriate scheme to ensure the optimal utilization of the call centre by the targeted beneficiaries.

7.6.4 States / UTs based on their requirements and expected milestones of the project may devise appropriate payment schedule for the call centre project.

7.6.5 States / UTs need to design a suitable governance structure for the call centre project. Also, corresponding roles and responsibilities may be defined for various levels of governance structure for envisaged call centre project.

7.6.6 States / UTs are suggested to use outsourced model for call centre operationalization and management as it helps States / UTs in focusing on their core operation.

7.6.7 States / UTs are suggested to devise a detailed Service Level Agreement (SLA) based on the requirement of call centre project. The SLA should cover all performance aspects of the envisaged call centre. Indicative list of SLA, which is applicable in a call centre operation has been provided in the model RFP document.

- 7.6.8 States / UTs are suggested to ensure that the CSP will be responsible for all technology upgradation and maintenance activity for the call centre.
- 7.6.9 A CSP should be selected based on their technical capability and financial strength to execute the call centre project. Accordingly State / UT is suggested to design appropriate pre-qualification and technical criteria for selection of CSP. Indicative evaluation/qualification criteria is provided in the model RFP document for reference.
- 7.6.10 Based on the complexities involved in the envisaged call centre project, State / UT may also consider allowing consortium in the RFP for implementation and management of call centre project.
- 7.6.11 States / UTs are suggested to devise a mechanism for safeguarding the sensitive and personal identifiable information and preventing its misuse.
- 7.6.12 Suitable provision may be devised in the RFP to ensure CSP will maintain highest standard of professional conduct for managing privacy of data.
- 7.6.13 States / UTs are suggested to devise a mechanism to obtain consent from the beneficiaries to use beneficiaries' personal identifiable information for calling purpose for health service delivery initiatives including feedback.

## **7.7 Flow of document**

- 7.7.1 For ease of the States / UT, a template for submitting proposals in PIP for Outsourced Model and a Model RFP for Outsourced Model has been provided in Section A and Section B respectively of the concept note.
- 7.7.2 Section 'A' details out the requirement for an outsourced call centre. State / UT may refer it for preparing proposal for outsourced call centre and thereby providing inputs to MoHFW as per the format given there.
- 7.7.3 Section 'B' comprises a Model Request for Proposal (RFP) to be floated by the States / UT for selecting a Call centre Service Provider (CSP). State / UT needs to insert text in space marked <> in Section B. Text given in <<>> are explanatory comments.

## SECTION A: OUTSOURCED MODEL

## **1. Introduction**

### **1.1 Background**

Provide the overview of the programme/health initiatives along with the need for call centre to support these initiatives and programmes.

### **1.2 Envisaged Outcomes from the Call Centre**

Provide the outcomes (quantitative & qualitative) envisaged from the project.

## **2. Project Details**

### **2.1 Stakeholder Analysis**

Provide details of stakeholders of the project and categorize them based on their role in the project such as caller, health workers, CSP, policy makers, administrators etc.

### **2.2 Services Delivered**

Provide the list of all services envisaged through the proposed call centre. These services may include data validation, feedback, awareness & promotion etc.

State/UT needs to explain each of these services in detail.

## **3. Key Project Requirements**

Provide the key parameters / features of the envisaged call centre like details of scope of the project, list of beneficiaries, call centre processes, envisaged volume of calls to be handled, sizing of call centre and operational shifts of the call centre, etc. as indicated in the subsequent section:

### **3.1 Indicative Process Requirement**

Provide the modes of communication which may be used for call centre operations. These processes may be for inbound communication and/or outbound communication which need to be detailed out in subsequent sections as given below:

#### **3.1.1 Inbound**

- a. Voice calls
- b. IVRS
- c. SMS
- d. Any other



### 3.1.2 Outbound

- a. Voice calls
- b. IVRS
- c. SMS
- d. Any other

## 3.2 Call Centre Capacity

Provide the estimates of capacity of the call centre based on the program objectives. The following parameters should be considered while estimating the capacity of call centre:

3.2.1 Estimated call volume and number of shifts: State/UT may choose to operate the call centre either in a single shift or multiple shifts. State/ UT should optimally deploy the manpower in each shift. The details for shifts need to be provided in the below given format:

S No	Shift	Operational hours	Estimated call volume
a.	Shift 1		
b.	Shift 2		
c.	Shift 3		

3.2.2 Number of initiatives/ programme / domain {in case of integrated call centre}

3.2.3 Average call handling time (AHT) is the approximate time in minutes for actual interaction between the Call centre Agent and beneficiary is taking place during the operations of call centre

3.2.4 Actual calling hours per shift per Call centre Agent is actual time spent by the Call centre Agent during interaction with the beneficiary

3.2.5 Actual calling days per year considering holidays and duty roster of the Call centre Agents

3.2.6. Number of Call centre Seats will be derived based on the above parameters. An indicative method for arriving at the required number of Call centre Seats is as follows:

- i. The shift that is envisaged to have maximum call volume may be considered for calculating the number of Call centre Seats required for the project
- ii. Estimated call volume in the above shift = V

- iii. Average call handling time in minutes = AHT
- iv. Actual calling hours per Call centre Agent= T1hrs
- v. Call centre Seats (S) required

$$S = [(V \times AHT) / (T1 \times 60)]$$

### 3.3 Proposed Resource

Provide the details regarding number and type of resources to be deployed for the project. Shift wise (one shift or multi shifts) resource required for the project should be provided in the table below:

S No	Shift	Operational hours	Resources required	
			Type of resource	Number of resource
a.	Shift 1			
b.	Shift 2			
c.	Shift 3			

## 4 Budgetary Requirement

Provide the budget estimates for setting up and operationalizing the call centre in the table below:

### 4.1 Application Development

S No	Component	Key features	Total cost (Rs)
1.			
2.			

### 4.2 Operational Expenses

#### 4.2.1 Option 1: Time based payment mode

S No	Shift	Number of Call centre Seats (A)	Rate for per hour of calling (Rs) (B)	Duration		Total cost (Rs) [A X B X C X D]	Cost for the current year
				Actual calling hours (C)	Actual no. of operational days (D)		
1.	Shift 1						
2.	Shift 2						
3.	Shift 3						

State / UT needs to indicate the financial outlay of the project for the current financial year for release of funds in PIP.

#### 4.2.2 Option 2: Seat based payment mode

S No	Shift	Number of Call centre Seats (A)	Rate per Call centre Seat per day (B) (Rs)	Actual no. of operational days (C)	Total cost	Cost for the current year
1.	Shift 1					
2.	Shift 2					
3.	Shift 3					

State / UT needs to indicate the financial outlay of the project for the current financial year for release of funds in PIP.

#### 4.2.3 Option 3: Resource based payment mode

S No	Resource Type	Unit rate (Rs)	Number of resources	Number of months of deployment	Total cost (Rs) [Unit rate X Number of resources X Number of months of deployment]
1.	Resource 1				
2.	Resource 2				
3.	Resource n				

State / UT needs to indicate the financial outlay of the project for the current financial year for release of funds in PIP.

### 4.3 External Agency Cost

Provide the estimates for the cost for external agency in the below table:

S No	Resource Type	Unit rate (Rs)	Number of resources	Number of months of deployment	Total cost (Rs) [Unit rate X Number of resources X Number of months of deployment]
1.	Project Management Consultant				
a.	RFP Preparation				
i.	Resource 1				
ii.	Resource 2				
iii.	Resource n				
b.	Bid Process Management & Contract Preparation				
i.	Resource 1				
ii.	Resource 2				
iii.	Resource n				
2.	Project Management Unit				
1.	Resource 1 (such as Project Manager / Project Lead)				
2.	Resource 2 (such as Technical Consultant)				
3.	Any Other Resource				

State / UT needs to indicate the financial outlay of the project for the current financial year for release of funds in PIP.

## SECTION B: MODEL RFP

### REQUEST FOR PROPOSAL FOR SELECTION OF CALL CENTRE SERVICE PROVIDER (CSP) FOR DEPARTMENT OF



## DEPARTMENT OF<>, GOVERNMENT OF <>

## GLOSSARY USED IN THE TEMPLATE

AHT	Average Call Handling Time
AMC	Annual Maintenance Contract
CA	Call centre Agent
Call centre Service Provider (CSP)	The bidder to whom the work order is issued or with whom the contract is signed
CDR	Call Detail Record
DD	Demand Draft
Department	Department of <>, Government of <>
EMD	Earnest Money Deposit
GFR	General Financial Rules
GoI	Government of India
FRS	Functional Requirement Specification
ICT	Information and Communication Technology
IEC	Information, Education and Communication
INR	Indian Rupee
IT	Information Technology
KPI	Key Performance Indicator
LD	Liquidated Damages
LoA	Letter of Award
LoI	Letter of Intent
State/UT	Name of State/UT
O&M	Operations and Maintenance
OEM	Original Equipment Manufacturer
PBG	Performance Bank Guarantee
PoA	Power of Attorney
RFP	Request for Proposal
RoC	Registrar of Companies
Successful Bidder	Bidder whose bid has been determined to be the most responsive bid as per the process outlined in the RFP
SLA	Service Level Agreement
SoW	Scope of Work
Ticket	Mechanism used to track the reporting and resolution of transaction
UAT	User Acceptance Test
IVRS	Interactive Voice Response System
PRI	Primary Rate Interface
TTS	Text To Speech
SRS	Software Requirement Specification
Effective Date	The date on which contract is signed or work order is placed

## 1 Introduction to RFP

### 1.1 Important Dates for RFP

S. No.	Particular	Date
1.	Start date of issuance / sale of RFP document	Tp
2.	Last date for submission of queries	Tp + 6 days
3.	Pre-bid meeting	Tp + 9 days
4.	Last date for issuance / sale of RFP document	Tp + 20 day
5.	Last date and time for bid submission	Tp + 21 days
6.	Date and time for opening of financial bids	To be intimated later

### 1.2 Fact Sheet

Evaluation Method	<p>&lt;&lt;Evaluation method which may be used for the selection of Call centre Service Provider (CSP) is L-1 after qualifying in the Prequalification-cum-Technical bid. However, the State /UT may use any other evaluation method as per the GFR / procurement guidelines and the same should be mentioned herein&gt;&gt;</p> <p>After evaluation of quality has been completed, the Department shall notify those bidders whose proposals did not meet the minimum qualifying standard or were considered non-responsive to the RFP and/or TOR, indicating that their financial proposals will be returned unopened after completing the selection process.</p>
Nodal Officer	<p>RFP may be collected from the following Nodal Officer on or before the date mentioned in the RFP:</p> <p>Name : &lt;&gt;</p> <p>Address : &lt;&gt;</p> <p>Phone No: &lt;&gt;</p> <p>Email: &lt;&gt;</p> <p>by paying the tender Fee of Rs. &lt;&gt; by &lt;&lt;Demand Draft/Cash/ Banker's Cheque/any other as prescribed by the State/UT&gt;&gt; in favour of &lt;&gt; payable at &lt;&gt; from any of the scheduled commercial bank &lt;&lt;or as prescribed by the State/UT&gt;&gt;</p> <p>OR</p> <p>May be Downloaded from &lt;&lt;Name of Website&gt;&gt;.</p> <p>However, in this case the bidders are required to submit the tender fee in the form of a &lt;&lt;Demand Draft/Cash/ Banker's Cheque/any other as prescribed by the State/UT&gt;&gt; (details mentioned in above para) along with the proposal.</p>



EMD	The bidder shall furnish EMD in the form of <<Demand Draft/ Cash/ Banker's Cheque/any other as prescribed by the State/ UT>> drawn in favour of <> for an amount of Rs. <> /- (Rupees <> Only) payable at <>. EMD should be valid for a period of <> days from the last date of submission of the bid.
Language of bid	Bid should be submitted in English language only
Bid validity	The Bid submitted by the bidder shall be valid for <> days from the last date of submission of the bid
Bid documents	<<State/ UT needs to provide the details and order of bid documents that is to be submitted by the bidder. For example, Bid document may contain as follows: i. An original and one additional copy of each bid along with one copy of non-editable CD/DVD for Prequalification-cum-Technical bid ii. One original copy of the Financial bid In case of any variation between soft copy and hard copy(ies), signed original hard copy will prevail.>>

### 1.3 Request for Proposal

Sealed tenders are invited from eligible, reputed, qualified entities with sound technical and financial capabilities for design, development, implementation and maintenance <<or any other activity as envisaged by the State/UT and to be specified by State/UT>> of a call centre as detailed out in the scope of work under this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in the RFP document.

## 2 Background Information

### 2.1 About State/UT Department

<<State/UT is a department that would prepare and publish the RFP for selection of CSP as per their requirement. This section may include the information related to this department and initiatives and relevant activities undertaken for the project >>

### 2.2 About Project <<Call centre Project>>

<< This section may be included in the RFP to define broad aspects of call centre including objective and vision of the project >>

### 3 Scope of Work

<< State/UT may define the broad scope of work for the CSP for establishment and/or operationalization of the call centre operations on an outsourced model. This section shall broadly define the functionalities of the project, duration of assignment, number of seats, manpower requirements, operational requirement etc.

Some of the activities that may be required from the call centre operations are listed below for reference:

- a. Providing tele- medical-consultation
- b. Providing health education
- c. Providing information about government schemes, programmes and healthcare services
- d. Grievance redressal
- e. Query resolution
- f. Electronic data collection and analysis for actionable decision making
- g. Verification of health service delivery
- h. Follow up on unresolved queries and complaints
- i. Maintaining status and call logs etc.

The details of functional requirements for each activity may be explained in this section. These activities may be carried out through outbound / inbound call, outbound/inbound SMS, emails, IVRS etc as per the requirement of State/UT, which the State/UT should indicate.

The following is an indicative set of activities that may be undertaken by the CSP as part of the project. However, State/UT need to assess their requirement and accordingly may ask CSP to undertake the required set of activities :>>

#### 3.1 Implementation Phase

##### 3.1.1 Call centre solution – functional requirement

<<

###### 3.1.1.1 Design, development, testing and maintenance of call centre solution

###### 3.1.1.1.1 Interactive Voice Response System (IVRS)

###### 3.1.1.1.1.1 Receive all inbound calls on the telephone number specified by the

Department and prompt the callers to make their selection(s)

- 3.1.1.1.1.2 Identify the caller through Caller Line Identification (CLI) and support intelligent call routing
- 3.1.1.1.1.3 Include speech recognition engine in order to support and interpret multiple languages, especially Hindi / English
- 3.1.1.1.1.4 Support Text To Speech (TTS) capability especially for English
- 3.1.1.1.1.5 Provide an easy to configure IVRS that enables the technical staff mentioned in Annexure 4 and deployed to customize it with minimum effort
- 3.1.1.1.1.6 Support scheduling of messages
- 3.1.1.1.1.7 Capture usage details of each caller as the caller traverses through a call
- 3.1.1.1.2 Automatic Call Distribution (ACD)
  - 3.1.1.1.2.1 Handle high call volumes efficiently
  - 3.1.1.1.2.2 Support multiple groups, for example programme wise, for calls, IVRS
  - 3.1.1.1.2.3 Provide integration with IVRS to intelligently route calls
  - 3.1.1.1.2.4 Provide configurable system for whitelisting/blacklisting users
  - 3.1.1.1.2.5 Support relaying of Information Education and Communication (IEC) messages to voice callers waiting in queues or on hold
- 3.1.1.1.3 Computer Telephone Integration (CTI)
  - 3.1.1.1.3.1 Should be able to integrate with call centre solution
  - 3.1.1.1.3.2 Should be interfaced to send/receive data which needs to be populated
  - 3.1.1.1.3.3 Ability to generate and service requests
  - 3.1.1.1.3.4 On transferring the call to supervisor/ specialist the screen too should be transferred
  - 3.1.1.1.3.5 Call events should be handled from the system such as hold, retrieve hold, conference, transfer etc
- 3.1.1.2 Call centre application
  - 3.1.1.2.1 Support Ticket with all related data logging and tracking

- 3.1.1.2.2 Enable users to monitor the overall performance of the call centre when needed
- 3.1.1.2.3 Must interface with related web portals to retrieve information and perform tasks which are required
- 3.1.1.2.4 Must integrate with CTI and should be able to pull IVRS usage details of the caller including all options selected by the caller and all details entered by caller from the time the caller reaches a Call centre Agent
- 3.1.1.2.5 Call centre Agent should be able to log and track each Ticket
- 3.1.1.2.6 Information of the escalated Tickets should be made available as and when required by the Department
- 3.1.1.3 Call recording and analysis report
  - 3.1.1.3.1 Maintain 100% recording of calls for a period of 1 year. The archived media will be provided by the CSP. The recording should contain detailed call information, feedback of quality analyst for analysed calls, updation in questionnaires etc.
  - 3.1.1.3.2 The developed solution must provide advanced searching capabilities.
- 3.1.1.4 Language requirements
  - 3.1.1.4.1 Support Hindi, English and / or other regional languages as desired by the Department.
  - 3.1.1.4.2 However, the costing in financial format will remain the same for each language.
- 3.1.1.5 Security and privacy
  - 3.1.1.5.1 Ensure that information is collected directly from the caller and should only be used for the specific purpose for which it was collected.
    - 3.1.1.5.1.1 Privacy of caller information guidelines must be adhered to by everyone including the Call centre Agents to ensure security of data.
    - 3.1.1.5.1.2 Maintain log including date, time, mac ID, number of Call centre Agents, attendance record, application logs, Call Detail Record (CDR) of PRI lines, etc.
    - 3.1.1.5.1.3 Ensure complete and comprehensive security from unauthorized access and misuse. >>

### 3.1.2 Technical infrastructure

<<

- 3.1.2.1 The complete call centre solution needs to be implemented on outsourced model at CSP's premises. The entire infrastructure for operationalization of call centre as per the RFP is to be arranged and managed by CSP.
- 3.1.2.2 The CSP is required to do a complete setup of call centre designing, sizing, procurement, deployment and management of the complete call centre solution in a web enabled environment.
- 3.1.2.3 Department will not provide any direct access of data to CSP. However, relevant programme data may be provided to CSP through web services.
- 3.1.2.4 The CSP should have proper Business Continuity and Disaster Recovery Plan and process in place.
- 3.1.2.5 The CSP must provide infrastructure that is scalable beyond the initial requirement for any other software application that needs to be developed / required for the project. >>

### 3.1.3 Application development

<<

- 3.1.3.1 Prepare the Functional Requirement Specifications (FRS)
- 3.1.3.2 Prepare the System Requirement Specifications (SRS)
- 3.1.3.3 Database design and development
- 3.1.3.4 Design of web services for integration with other applications
- 3.1.3.5 Develop the application including the capability of data exchange
- 3.1.3.6 Delivering reports including development of customized query builder as per the approval of Department. >>

### 3.1.4 Human resource persons

<< CSP is expected to run the call centre services from its premise and deploy resources for implementation of call centre solution. The mix of following resources may be deployed by the CSP while conceptualizing and implementing the solution and accordingly payment will also be made for the effort of manpower to the CSP. The utilization mix of the resources may vary based on the requirement of the Department. CSP may deploy all the manpower that is required for development

of application and call centre solution. The Department may also ask CSP to deploy desired manpower dedicatedly for the project. Below is an indicative list of manpower that may be required onsite for the project:

#### 3.1.4.1 Operational resource persons

3.1.4.1.1 Call centre Agent – These resource persons would attend and respond to telephonic enquiry and will act as first point of contact.

3.1.4.1.2 Supervisors: These resource persons will support Call centre Agent and assist in resolving the problem, interacting with the programme division till the resolution of the problem gets into the knowledge bank.

3.1.4.1.3 Medical Specialist- The call requiring specialist intervention will be forwarded to these resource persons. These resource persons will also assist in the updation of the knowledge bank, continuous training to Call centre Agents and Supervisors.

#### 3.1.4.2 Technical resource persons

The mix of following resource persons will be deployed by the CSP and accordingly the payment will be made to the CSP. The mix of the resource persons may vary based on the requirement. The resource persons that may be required for operationalization are as follows:

3.1.4.2.1 Application Developers

3.1.4.2.2 Database Administrator

3.1.4.2.3 Testing Engineer

3.1.4.2.4 Business Analyst >>

#### 3.1.5 Reporting requirement

<<Based on the operation, reports may be required by the State/UT to assess the performance of system/manpower/project. Requirement of reports that may be identified by the State/UT with reference to call centre performance, data quality, service level performance, calling operation etc. shall be clearly defined in this section. An indicative set of reports that may be required by the State/UT is given below:

##### 3.1.5.1 System performance report

3.1.5.1.1 Application availability

3.1.5.1.2 Dialer availability

- 3.1.5.1.3 Network availability
- 3.1.5.1.4 Power availability
- 3.1.5.2 Manpower performance report
  - 3.1.5.2.1 Availability of Call centre Agents
  - 3.1.5.2.2 Call centre Agents attendance report
  - 3.1.5.2.3 Number of hours of call handling. The CSP should be able to segregate the duration of call handled by Call centre Agents and IVRS
  - 3.1.5.2.4 Number of calls handled
- 3.1.5.3 Project performance report
  - 3.1.5.3.1 Reports generated based on the feedback of caller
- 3.1.5.4 Call status report
  - 3.1.5.4.1 Reports containing details such as number of calls, wrong numbers, correct numbers and duration of calls. >>

## 3.2 Operational Requirement of Call Centre

<<This section provides operational requirement of the call centre including the details of the shifts and operational hour, volume of calls, resource person requirement, maintenance and on-going support, etc.

### 3.2.1 Shifts and operational hours

Shift Timing	Opening	Closing Hours	Number of working days
Day Shift	XX:XX	XX:XX	N
Evening Shift	XX:XX	XX:XX	N
Night Shift	XX:XX	XX:XX	N

### 3.2.2 Volume of calls

### 3.2.3 Maintenance and on-going support for project

### 3.2.4 Capacity building of operational resource persons

State/UT may define the requirements for capacity building of the operational resource persons deployed at call centre. A capacity building plan shall be provided defining the training need of State/UT. An indicative set of capacity building requirement is provided as follows for reference:

The operational resource persons may be trained and made aware of the project before the start of the operations. Refresher training courses for the team may be conducted on monthly / quarterly basis. The training requirements for the same are provided below:

3.2.4.1 Training on call centre solution:

CSP should train / retrain its team on call centre solution afresh or for any changes made later on. The training manuals and related material for the same would be prepared by the CSP. CSP shall provide training to Call centre Agents, other members of team and selected personnel of Department nominated by the Department. Arrangements and related activities for the training of CSP personnel shall be the responsibility of CSP.

3.2.4.2 Soft-skill training:

CSP shall provide regular soft-skill training to the Call centre Agents for handling calls in an appropriate manner. The training schedule shall also include coverage of soft skills training on a periodic basis to maintain quality of service.

3.2.4.3 Domain training:

CSP shall appoint domain experts / institutions for providing domain-specific knowledge training to the Call centre Agents. The appointed domain experts / institutions of CSP will develop intensive domain-specific training modules. It will be the responsibility of the CSP to ensure that all Call centre Agents receive appropriate domain training. CSP shall bear all expenses incurred for this activity.

3.2.5 Approach and methodology for project

Bidder may be asked to submit a detailed approach and methodology for the project including responsiveness of project plan w.r.t the timelines, approach toward SLA monitoring, identification of risks, methodology for ensuring deliverables, and approach for maintaining security and confidentiality of data.

3.2.6 Knowledge bank management by CSP

An envisaged knowledge bank management plan may be provided in the section. Detailed roles and responsibilities of CSP for knowledge bank management shall be provided in the RFP. An indicative set of activities may be referred as follows:

3.2.6.1 CSP shall be responsible for creation, management and updating the knowledge bank for the project content.



- 3.2.6.2 CSP shall also develop the initial standard question bank. The question bank developed by the CSP may be validated by the Department.
- 3.2.6.3 CSP will be responsible for identifying the knowledge gaps for domain specific areas and collaborate with the domain experts appointed by Department to develop appropriate content.
- 3.2.6.4 Maintaining the database of Frequently Asked Questions (FAQs) by callers. CSP will ensure that validated and updated information is available within the system for answering the FAQs and updating FAQs question bank on a regular basis. The response to new question may be validated and approved by the Department.

### 3.2.7 Call centre access numbers

The CSP will subscribe to and provide the telephone lines to the call centre. The lines will be accessible across India via multiple telephony networks on a single toll – free access number. Department may provide its own Toll-Free long-codes or other number (as the case may be) based on the requirement. In case of PRI lines, CSP will have to map such toll-free numbers to the PRI lines. The CSP will provide assistance to Department for transferring the long codes, if Department transfers the operation to another call centre / CSP.

### 3.2.8 Publicity

Any publicity by the CSP in which the Department is to be mentioned should be done only with the prior written permission of the Department.

### 3.2.9 Solicitation of employees

CSP agrees not to hire, solicit, or accept solicitation from (either directly, indirectly, or through a third party) the employees of the Department directly involved in this project during the period of the contract and one year thereafter.

### 3.2.10 Information ownership

All information processed, stored, or transmitted by CSP for this project belongs to Department. By having the responsibility to operate the proposed call centre, the CSP does not acquire access rights to the information or rights to redistribute the information. The CSP understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. The CSP must agree to and sign a non-disclosure agreement with Department that all the information of callers as well as data will be protected using appropriate security measures.

Any legal issues due to leak or disclosure of information of the caller or data will be CSP's liability and any cost incurred for resolution of the issue will be borne by the CSP.

### 3.2.11 Project tenure

Department intends that the contract / work order shall be for a period of <> year(s). The contract / work order may be extended for another<> year(s) on the sole discretion of the Department on the rates, terms and conditions provided in RFP.>>

## 3.3 Deliverable and Timelines

<<State/UT may define the timelines and deliverable for the activities involved in operationalization of the project. Outsourced model will require CSP to design and develop application and customize the call centre software and deploy resources for calling operation at their own premise. The call centre will be operated at the outsourced location and CSP will own and manage all the resources. An indicative set of deliverables and timelines is given below:

S No	Activities	Deliverables	Timelines
1.	Project Kick-off date	Work order	To
2.	Requirement gathering	FRS / SRS	To + 15 days
3.	Develop the application	Application	To + 45 days
4.	UAT sign-off	Approval report	To + 50 days
5.	Onsite training and handholding of the resource persons	Training Manual and questionnaire	To + 55 days
6.	Go-Live of the project	Go-Live certificate	Tg (To + 61 days)
7.	Operation and maintenance phase	Periodic reports	Post Tg as per the requirement
8.	Exit management phase (at the time of exit for handholding)	Completion certificate	As per RFP

## 4 Instructions to the Bidders (ITB)

<<This section may be used to provide a set of instructions to the bidders regarding the bidding process, bid submission, award of work / contract and other related information. Below is an indicative set of instructions to the bidders that State/UT may refer while designing their RFP. The State/UT may assess these instructions/information and accordingly incorporate/modify them as per their requirements.

## 4.1 General

- 4.1.1 The information contained in this Request for Proposal document (RFP) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Department or any of their employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 4.1.2 This RFP is not an agreement and is neither an offer nor invitation by Department to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Department 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 Department, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP.
- 4.1.3 The assumptions, assessments, statements and information contained in this RFP, may not be completely, 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 and information contained in this RFP and obtain independent advice from appropriate sources.
- 4.1.4 Information provided in this RFP to the bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- 4.1.5 Department, its employees and advisers 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, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

- 4.1.6 Department also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.
- 4.1.7 Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 4.1.8 The issue of this RFP does not imply that Department is bound to select a bidder or to appoint the selected bidder, as the case may be, for the project and Department reserves the right to reject all or any of the proposals without assigning any reasons whatsoever. The bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Department or any other costs incurred in connection with or relating to its proposal. All such costs and expenses shall be borne by the bidder and Department 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 of submission of the proposal, regardless of the conduct or outcome of the selection process.
- 4.1.9 While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- 4.1.10 All information supplied by bidders in their bids or in clarifications sought by the Department before awarding work / contract shall be treated as contractually binding on the bidders on successful award of the assignment by the Department on the basis of this RFP.
- 4.1.11 No commitment of any kind, contractual or otherwise on the part of Department shall exist unless and until a formal written work order has been issued / contract has been executed by or on behalf of Department. Any notification of preferred bidder status by Department shall not give rise to any enforceable rights by the bidder. Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Department.
- 4.1.12 This RFP supersedes and replaces any previous public documentation and communications and bidders should place no reliance on such communications.

## 4.2 Compliant Bids / Completeness of Response

4.2.1 Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

4.2.2 Bidders must:

4.2.2.1 Include all documentations specified in this RFP;

4.2.2.2 Follow the format of this RFP and respond to each element in the order as set out in this RFP;

4.2.2.3 Comply with all requirements as set out within this RFP.

4.2.2.4 Failure to comply with the requirements of this paragraph may render the bid non-compliant and the bid may be rejected.

## 4.3 Pre-Bid Meeting and Clarifications

4.3.1 Pre-bid meeting

4.3.1.1 Department may hold a pre-bid meeting with the prospective bidders as per the date, time and venue of pre-bid meeting mentioned in Important Dates for RFP table

4.3.1.2 The bidders will have to ensure that their queries for pre-bid meeting should reach Nodal Officer mentioned in the RFP by post or e-mail on or before date and time mentioned in Important Dates for RFP table

4.3.1.3 The queries should necessarily be submitted in the following format:

S. No.	RFP document reference(s) [Section and page number(s)]	Content of RFP requiring clarification(s)	Points of clarification
1.			
2.			
3.			
4.			
5.			
6.			

4.3.1.4 Department shall not be responsible for ensuring that the bidders' queries have been received by the Department. Any requests for clarifications received after the indicated date and time may not be entertained by the Department.

### 4.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- 4.3.2.1 Department will endeavour to provide timely response to all queries. However, Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Department undertake to answer all the queries that have been posed by the bidders.
- 4.3.2.2 At any time prior to the last date for receipt of bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.
- 4.3.2.3 The corrigendum (if any) and clarifications to the queries may be posted on the Department's website.
- 4.3.2.4 Any such corrigendum shall be deemed to be incorporated into this RFP.
- 4.3.2.5 In order to provide prospective bidders reasonable time for taking the corrigendum into account, Department may, at its discretion, extend the last date for the receipt of bids.

## 4.4 Key Requirements of the Bid

### 4.4.1 RFP document fees

RFP can be purchased at the address, date and manner mentioned in the Fact Sheet.

### 4.4.2 Right to terminate the process

- 4.4.2.1 Department may terminate the RFP process at any time and without assigning any reason. Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 4.4.2.2 This RFP does not constitute an offer by the Department. The bidder's participation in this process may not result in Department selecting the bidder to engage towards issuance of work order or execution of the contract.

### 4.4.3 Preparation of bids

#### 4.4.3.1 Language of bid

- a. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and Department shall be written in English language only.

#### 4.4.3.2 Documents constituting the bid

The bid submitted by the bidder shall comprise the following documents:

4.4.3.2.1 Prequalification-cum-Technical bid (including eligibility criteria) in the formats specified in this RFP

4.4.3.2.2 Financial bid in the formats specified in this RFP

4.4.3.2.3 Any other information that is to be submitted during the course of bidding process.

#### 4.4.3.3 Change in Prequalification-cum-Technical criteria

If there is a change in the status of the bidder which may lead to non-compliance to the Prequalification-cum-Technical bid criteria mentioned in Annexures, at any stage during the bid process, before issuance of work order or execution of the contract or during project duration, the bidder should immediately bring the same to the notice of the Department. In this case the Department may take appropriate steps which may also lead to rejection of bid or termination of project.

#### 4.4.4 Consortium, Joint Venture, sub-contracting

Consortium, Joint Venture, subcontracting and outsourcing may not be required for the project.

#### 4.4.5 Prequalification-cum-Technical bid

Prequalification-cum-Technical bid shall comprise of the cover letter, details and documents of the bidder meeting the Prequalification-cum-Technical criteria, bid and an undertaking (for contents and formats kindly refer Annexures). Further, bidder has to submit Prequalification-cum-Technical bid in a single envelope as prescribed in this RFP.

It may be noted that any reference / mention of the financial quote or price schedule in the Prequalification-cum-Technical bid shall be at the bidder's risk and may result in rejection of the bid.

#### 4.4.6 Financial bid

The financial bid should consist of the price schedule in accordance with Annexure. Bidders shall ensure that the financial bid is in the same format as provided in the Annexure. Non-adherence to the format of the financial bid of the bid documents shall be at the bidder's risk and may result in rejection of the bid.

#### 4.4.7 Bid price

##### 4.4.7.1 Prices in the price schedule

4.4.7.1.1 As part of its quote, the bidder shall provide each line item wise break-up of the financial bid, separately stating the taxes and duties payable thereon,



as per the format provided in Annexures. In case the break-up is not given separately as per the formats provided, the bidder would run the risk of being disqualified.

4.4.7.1.2 The financial bid should strictly conform to the formats to enable evaluation of bids. A special care must be taken to ensure that the bid does not have any hidden costs or conditional costs, as this shall make the bid liable for outright rejection.

#### 4.4.7.2 Separation of price components

The price components furnished by the bidder in accordance with the RFP will be solely for the purpose of facilitating the comparison of bids by the Department and will not in any way limit Department's right to contract on any of the terms offered.

#### 4.4.7.3 Fixed price

Prices quoted by the bidder shall be fixed and no variation will be allowed under any circumstances. No open-ended bid shall be entertained and the same is liable to be rejected straightaway.

#### 4.4.7.4 Bid currency

Prices shall be quoted in Indian Rupees (INR).

#### 4.4.7.5 Earnest Money Deposit (EMD)

##### 4.4.7.5.1 Amount of EMD

The bidder shall furnish, as part of its bid, EMD for the amount and in the manner as mentioned in the Fact Sheet.

#### 4.4.7.6 Currency of bid security / EMD

The bid security shall be furnished in Indian Rupees (INR).

#### 4.4.7.7 Requirement of bid security / EMD

The bid security / EMD is required to protect Department against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to Section 4.4.8.10.

#### 4.4.7.8 Discharge of bid security / EMD of unsuccessful bidder

Unsuccessful bidder's bid security / EMD will be discharged / returned as promptly as possible on award of the project to successful bidder.



#### 4.4.7.9 Discharge of EMD of successful bidder

The successful bidder's bid security / EMD will be returned subsequent to receipt of the Performance Bank Guarantee from the bidder pursuant to Section 4.6.2.5.1.1.

#### 4.4.7.10 Forfeiture of EMD

The EMD can be forfeited if a bidder

4.4.7.10.1 Withdraws its bid during the period of bid validity or

4.4.7.10.2 Does not accept the correction of errors as mentioned in Section 4.4.7.16.7 or

4.4.7.10.3 In case of the successful bidder, if the bidder fails:

4.4.7.10.3.1 To accept the work order or sign the contract in accordance with the RFP, or

4.4.7.10.3.2 To furnish Performance Bank Guarantee (PBG) in accordance with the RFP.

#### 4.4.7.11 Rejection of bid

Any bid not secured in accordance with the RFP, shall be rejected by Department, without any further correspondence, as non-responsive.

#### 4.4.7.12 Period of validity of bids

Bids shall remain valid for the period mentioned in the Fact Sheet. Department holds the rights to reject a bid valid for a period shorter than this period as non-responsive, without any correspondence. In exceptional circumstances, Department may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. The bid security shall also be suitably extended. A bidder may refuse the request without forfeiting the bid security. A bidder granting the request will not be permitted to modify its bid.

#### 4.4.7.13 Format and signing of bid

##### 4.4.7.13.1 Number of copies of bid

The bidder shall submit the bid documents as per the details given below:

##### 4.4.7.13.1.1 Original copy of the bid: This would consist of the following:

4.4.7.13.1.1.1 Original copy of Prequalification-cum-Technical bid in hard copy format, duly authenticated.

4.4.7.13.1.1.2 Original copy of financial bid in hard copy format, duly authenticated.

4.4.7.13.1.1.3 Soft copy of Prequalification-cum-Technical bids in a CD.

4.4.7.13.1.2 Duplicate copy of the bid: This would consist of the following:

4.4.7.13.1.2.1 Prequalification-cum-Technical bid in hard copy format, duly authenticated.

4.4.7.13.1.2.2 Duplicate soft copy of Prequalification-cum-Technical bid in a CD.

Note: The original and duplicate copies should be exactly same. Any deviations / discrepancies found in the content of the two shall lead to rejection of the bid. The bidder should submit its bid in the prescribed proforma only. If any bidder fails to submit its bid in the prescribed manner, the bid shall be summarily rejected.

4.4.7.13.2 Enclosing of bid

4.4.7.13.2.1 The original and duplicate copies of bid should be enclosed in envelopes and marked 'Envelope A - Original' and 'Envelope B - Duplicate' respectively and sealed. Both these envelopes should be enclosed in another envelope indicating the title of the RFP. The envelope should also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".

4.4.7.13.3 Mailing address for bids

The inner and outer envelopes shall be addressed to the Nodal Officer mentioned in Fact Sheet.

4.4.7.13.4 Responsibility of Department

If the outer envelope is not sealed and marked as required by Section 4.4.8.13.2, the Department will assume no responsibility for the bid's misplacement or premature opening.

4.4.7.13.5 Authentication of bid

The original / duplicate copies of the bid shall be type written and shall be signed in ink by a person or persons duly authorized to bind the bidder to the bid. The letter of authorization shall be supported by a written power-of-attorney accompanying the bid. Scanned or digitized signatures are not permitted. Non-adherence to this clause would make the bid liable for rejection.

#### 4.4.7.13.6 Validation of interlineations in bid

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

#### 4.4.7.13.7 Rejection of bid

The bid has to be submitted in the form of printed document. The bids submitted by Telex, fax or e-mail shall not be entertained. Any condition put forth by the bidder which is non-conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

#### 4.4.7.14 Deadline for submission of bids

##### 4.4.7.14.1 Last date for submission

The bids (Prequalification-cum-Technical and financial) must be received by Nodal Officer mentioned in Fact Sheet not later than date and time mentioned in Important Dates for RFP table above. In the event of the specified date for the submission of bids being declared a holiday for State/UT, the bids will be received up to the appointed time on the next working day.

##### 4.4.7.14.2 Extension for last date for submission

Department may, at own discretion, extend the deadline for submission of bids by amending the bid document in which case all rights and obligations of Department and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

##### 4.4.7.14.3 Late bids

Any bid received by Department after the deadline for submission of bids prescribed by Department will be summarily rejected and returned unopened to the bidder. Department shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

#### 4.4.7.15 Modification and withdrawal of bids

##### 4.4.7.15.1 Written notice

The bidder may modify or withdraw its bid after the bid's submission provided that the Department receives written notice of the modification or withdrawal before the expiration of deadline prescribed for submission of bids.

#### 4.4.7.15.2 Authentication and submission

The bidder's notice shall be duly authenticated and submitted to the Nodal Officer mentioned in Fact Sheet before the expiration of deadline for submission of bids.

#### 4.4.7.15.3 Last date for notice

No bid may be modified subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the forfeiture of bidder's EMD.

#### 4.4.7.16 Bid opening and evaluation of bids

##### 4.4.7.16.1 Opening of Prequalification-cum-Technical bids

Department will open all Prequalification-cum-Technical bids in the presence of bidders' representatives who choose to attend the Prequalification bid opening at the date and time mentioned in Important Dates for RFP table above at a venue that will be communicated by the Department. The bidders' representatives who are present shall sign a register evidencing their attendance.

Firstly Prequalification-cum-Technical bid envelopes will be opened by a committee. The committee will check whether the following documents are present in the Prequalification-cum-Technical bid envelop:

1. Bid cover letter
2. Tender fee
3. EMD
4. Prequalification criteria checklist
5. Prequalification-cum-Technical bid

The committee will only check whether these documents are present in the Prequalification-cum-Technical bids. Bids which have any of the above mentioned documents missing will not be considered for further evaluation. In the event of the specified date of bid opening being declared a holiday for the Department, the bids shall be opened at the appointed time and location on the next working day.

#### 4.4.7.16.2 Evaluation of Prequalification-cum-Technical bids

Prequalification-cum-Technical bids will be evaluated in detail by Department in subsequent days. Evaluation of bids by Department shall not be questioned by any of the bidders. Department may ask bidder(s) for additional information, visit to bidder's site and / or arrange discussions with their professional, technical faculties to verify claims made in the bid document by the bidder. If any bidder does not provide the information sought by the Department or denies access to the sites / personnel, the Department will make its own assumptions for evaluation. The bidder will have no right to question these assumptions.

#### 4.4.7.16.3 Clarification on Prequalification-cum-Technical bids

During evaluation of bids, Department may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, Department reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder which may also lead to rejection of the bid.

#### 4.4.7.16.4 Completeness of Prequalification-cum-Technical bids

Department will examine the bids to determine whether they are complete, whether they meet all the conditions of the RFP and whether any computational errors have been made, whether required security and tender fee have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

#### 4.4.7.16.5 Rejection of Prequalification-cum-Technical bid

If a bid is not responsive and not fulfilling all the conditions it will be rejected by Department and shall not subsequently be accepted.

#### 4.4.7.16.6 Opening of Financial bids

The Financial bids of the eligible bidders will be opened in the presence of bidders' representatives who choose to attend the Financial bid opening on date and time to be communicated to all the eligible and qualified bidders. The bidders' representatives who are present shall sign a register evidencing their attendance. The name of bidder, bid

prices, discount, etc. will be announced at the meeting. In the event of the specified date of bid opening being declared a holiday for the Department, the bids shall be opened at the appointed time and location on the next working day. The bidders whose bids do not qualify Prequalification-cum-Technical evaluation may collect their un-opened Financial bids from the Nodal Officer after intimation from the Nodal Officer.

#### 4.4.7.16.7 Rectification of errors

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited

Note:

- a. Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the signing of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any attempt by a bidder to influence the Department's processing of bids or award decisions may result in the rejection of its bid.
- b. No bidder shall contact Department on any matter relating to its bid, from the time of the bid opening to the time the work order is issued / contract is awarded. If the bidder wishes to bring additional information to the notice of Department, it should be done in writing and addressed as mentioned earlier in the RFP.
- c. Any effort by a bidder to influence the employees of Department / members of evaluation committee in the process of examination, clarification, evaluation and comparison of bids and in decisions concerning issuance of work order / award of contract, shall result in the rejection of its bid.

## 4.5 Award of Contract / Work Order

### 4.5.1 Department's right to accept any bid and to reject any bid or all bids

- d. Department reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time before the work order is issued /

contract is awarded, without thereby incurring any liability to the affected bidder or bidders, with or without assigning any reason. All the terms and conditions mentioned in the RFP shall be deemed to be a part of the work order / contract.

#### 4.5.2 Notification of award

##### 4.5.2.1 Notification to bidder

Prior to the expiration of the validity of bids, Department will issue a Letter of Intent (LoI) / Letter of Award (LoA) notifying the successful bidder in writing or by e-mail, that its bid has been accepted. The notification of award may lead to work order / contract.

##### 4.5.2.2 Discharge of EMD

Upon the notification of award, Department shall promptly request the CSP to provide performance bank guarantee. On receipt of the PBG, Department shall discharge / return the EMD to CSP.

##### 4.5.2.3 Expenses for the contract

The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

##### 4.5.2.4 Failure to abide by the contract

The conditions stipulated in the contract / work order shall be strictly adhered to and violation of any of these conditions will entail termination of the contract / work order without prejudice to the rights of Department to impose penalties as specified in this RFP and the contract / work order.

##### 4.5.2.5 Performance Bank Guarantee

###### 4.5.2.5.1 Furnishing of Performance Bank Guarantee

4.5.2.5.1.1 The successful bidder shall at its own expense deposit with Department, within thirty (30) working days of the date of issuance of LoI / LoA or before the signing of the contract / issue of work order, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled commercial bank acceptable to Department, payable on demand, for the due performance and fulfilment of the conditions of work order / contract by the CSP.

4.5.2.5.1.2 The PBG shall be denominated in the currency of the RFP and shall be payable by bank guarantee.

4.5.2.5.1.3 This PBG will be for an amount equivalent to 10% of Project Price, and is payable by the successful bidder, before signing the contract.

4.5.2.5.1.4 The PBG shall be valid till the end of three months after the completion of exit management phase. This additional three months is required for facilitating closure of the project.

4.5.2.5.1.5 The PBG may be discharged / returned by the Department upon being satisfied that there has been due performance of the obligations of the CSP under the work order / contract. However, no interest shall be payable by Department on the PBG.

4.5.2.5.1.6 In the event of the CSP being unable to honour the work order / contract for whatever reason, the Department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Department under the work order / contract in the matter, the proceeds of the PBG shall be payable to the Department as compensation for any loss resulting from the CSP's failure to fulfil its obligations under the work order / contract. The Department shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days of occurrence of default by CSP, indicating the contractual obligation(s) for which the CSP is in default.

4.5.2.5.1.7 Department shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to CSP, the equivalent value of any payment made to CSP due to inadvertence, error, collusion, misconstruction or misstatement. Any such occurrence should be brought to the notice of Department.

#### 4.5.2.5.2 Annulment of award

Failure of successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD. >>

## 5 Key Terms & Conditions

<<State/UT may add, modify or delete any or all the terms and conditions as per the requirement of the project. Some of the terms that may be covered in the RFP are listed below for reference only.

### 5.1 Changes to the Project

5.1.1 The Department and the CSP recognize that for providing better and improved services changes are an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and



responsibilities without an effect on the cost. A change may involve, but is not restricted to the submission of updated information technologies and related services. The CSP will endeavour, wherever reasonably practicable, to manage change without any change in the terms of payment as stated in the Payment Schedule mentioned in RFP and the Department will work with the CSP to ensure that all changes are discussed and managed in a constructive manner.

## **5.2 Termination of Project**

### **5.2.1 Termination for default**

5.2.1.1 Department may, without prejudice to any other remedy for breach of RFP, by written notice of default sent to CSP, terminate the contract / work order in whole or in part if:

5.2.1.2 The CSP fails to deliver any or all of the obligations within the time period(s) specified in the RFP or any extension thereof granted by the Department

5.2.1.3 The CSP fails to perform any other obligation(s) under the work order / contract.

5.2.1.4 However, the disputes if any, may be referred to Arbitration.

### **5.2.2 Termination for insolvency, dissolution etc**

5.2.2.1 Department may at any time terminate the contract / work order by giving written notice to the CSP without compensation to the CSP, if the CSP becomes bankrupt or otherwise insolvent or in case of dissolution or winding up of company, and such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to the Department.

### **5.2.3 Termination for convenience**

5.2.3.1 Department reserves the right to terminate by prior written notice, the whole or part of the contract / work order. The notice of termination shall specify that termination is for Department's convenience, the extent to which performance of work under the contract / work order is terminated and the date on which such termination becomes effective.

### **5.2.4 No claim certificate**

5.2.4.1 The CSP shall not be entitled to make any claim, whatsoever, against Department under or by virtue of or arising out of the contract / work order nor shall Department entertain or consider any such claim after CSP shall have signed a "no claim" certificate in favour of Department in such form as shall be required by Department after the works are finally accepted.

### 5.2.5 Suspension

5.2.5.1 Department may by a written notice of suspension, suspend all payments to CSP under the contract / work order, if the CSP fails to perform any of its obligations under the contract / work order, (including carrying out of the services) provided that the notice of suspension:

5.2.5.2 Shall specify the nature of the failure and

5.2.5.3 Shall request the CSP to remedy such failure within a specified period from the date of issue of such notice of suspension.

### 5.2.6 Consequences of termination

5.2.6.1 In the event of termination of the contract / work order due to any cause whatsoever, whether consequent to the stipulated term of the contract / work order or otherwise, the Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective Business Continuity of the project which the CSP shall be obliged to comply with and take all available steps to minimize loss resulting from that termination / breach and further allow and provide all such assistance to Department and / or the successor CSP, as may be required to take over the obligations of the erstwhile CSP in relation to the execution / continued execution of the scope of the project.

5.2.6.2 Nothing herein shall restrict the right of the Department to invoke the PBG and other guarantees furnished hereunder and pursue such other rights and / or remedies that may be available to the Department under law.

5.2.6.3 The termination of contract / work order shall neither affect any accrued right or liability of either party nor affect the operation of the provisions of the contract / work order that are expressly or by implication intended to come into or continue in force on or after such termination.

### 5.2.7 Withdrawal by the CSP

5.2.7.1 Withdrawal of CSP from the project at any point of time during project duration shall constitute sufficient grounds for the termination of contract / work order. If Department gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the erstwhile CSP.

## 5.3 Indemnity

5.3.1 The CSP shall indemnify the Department in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract / work order

or statutory duty, or tortious acts or omissions by the CSP or the CSP's personnel or any claims made against the Department by third parties in respect thereof.

#### **5.4 Mechanism for Complaint Handling**

- 5.4.1 CSP will submit a detailed escalation matrix in its proposal for resolving complaints raised by the Department. The escalation matrix will be approved by the Department.
- 5.4.2 Any complaint regarding provision of services (covered under the project) from the stakeholder shall be taken very seriously by the Department. Onus to prove such complaint is invalid, would lie with the CSP. In case where any such complaint is found true and reasonable, the CSP may be penalized by the Department (depending on the facts and seriousness of complaint). Remedial action may be taken by the Department which may include termination of contract / work order.

#### **5.5 Dispute Resolution**

- 5.5.1 If any dispute of any kind whatsoever shall arise between the Department and the CSP in connection with or arising out of the project, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, or the operation of project (whether before or after Go-Live and whether before or after the termination, abandonment, or breach of the contract / work order), the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation within <> days, upon expiry of which either party may move to the notification of arbitration described in Section 5.5.4.
- 5.5.2 In case of any doubts about a section of the RFP, the interpretation given by the Department shall be final and binding, till the time any other interpretation is ordered in pursuance to the RFP.
- 5.5.3 Notwithstanding anything stated in the RFP, and while the process of resolution of differences as stated above is underway, the CSP shall continue to provide services for this project, without any disruption or dilution in accordance with the Service Level Agreement.

##### **5.5.4 Arbitration**

In the event of any dispute relating to the import or meaning of any terms and conditions which could not be solved amicably by the parties, the parties may refer the matter to the Arbitrator, agreeable to both the parties, to be appointed by Department on the request of either of the parties for arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996), on the

designated reference in dispute. All legal proceedings shall lie to the jurisdiction of courts situated in <>.

## **5.6 Limitation of Liability**

5.6.1 Provided the following does not exclude or limit any liabilities of CSP in ways not permitted by applicable law:

5.6.1.1 The CSP shall not be liable to the Department, whether in contract or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the CSP to pay liquidated damages to the Department; and

5.6.1.2 There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property, tangible personal property, intangible personal property and intellectual property rights.

5.6.2 However, where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the CSP, the CSP's liability under the contract / work order shall be subject to the amount of its financial limit of this project.

## **5.7 Force Majeure**

5.7.1 A Force Majeure event means any event or circumstance or a combination of events and circumstances, which:

5.7.1.1 Is beyond the reasonable control of the affected Party;

5.7.1.2 Such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;

5.7.1.3 Does not result from the negligence of such Party or the failure of such Party to perform its obligations under the contract / work order;

5.7.1.4 Is of an incapacitating nature and prevents or causes a delay or impediment in performance; and

5.7.1.5 May be classified as all or any of the following events:

5.7.1.5.1 Non-political Events

5.7.1.5.1.1 Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;

5.7.1.5.1.2 Radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the CSP's use of radiation or radio- activity or biologically contaminating material;

5.7.1.5.1.3 Strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the CSP and which affect the timely implementation and continued operation of the project; or

5.7.1.5.1.4 Any event or circumstances of a nature analogous to any of the foregoing.

#### 5.7.1.5.2 Political events

5.7.1.5.2.1 Change in law, other than any change in law for which relief is provided under the RFP / contract / work order;

5.7.1.5.2.2 Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the CSP in any proceedings for reasons other than failure of the CSP to comply with applicable laws or required consents or on account of breach thereof, or of any contract, or enforcement of the contract / work order or exercise of any of its rights under the contract / work order;

5.7.1.5.2.3 Expropriation or compulsory acquisition by the CSP or any of their nominated agencies of any material assets or rights of the CSP;

5.7.1.5.2.4 Unlawful or unauthorized revocation of, or refusal by any authority other than the Department or any of their nominated agencies to renew or grant any consents required by the CSP to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the CSP's inability or failure to comply with any condition relating to grant, maintenance or renewal of such required consents applied on a non-discriminatory basis;

5.7.1.5.2.5 Any requisition of the project by any other authority; or

5.7.1.5.2.6 Any requisition of the project by the Department or any of their nominated agencies.

5.7.1.5.2.7 For the avoidance of doubt, suspension of the project in accordance with the provisions of the contract / work order shall not be considered a requisition for the purposes of Force Majeure event.

#### 5.7.1.5.3 Other events

5.7.1.5.3.1 An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.

5.7.1.5.3.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the contract / work order by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within <> days after the occurrence of such event.

5.7.1.5.3.3 For the avoidance of doubt, it is expressly clarified that the failure on the part of the CSP to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of contract / work order against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of services which directly causes any breach of security like hacking would not qualify under the definition of "Force Majeure". In so far as applicable to the performance of services, CSP will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

## 5.7.2 Notification procedure for Force Majeure

5.7.2.1 The affected Party shall notify the other Party of a Force Majeure event within <> days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within <> days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with the relevant Section.

5.7.2.2 Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within <> days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under the contract / work order.

## 5.7.3 Allocation of costs arising out of Force Majeure

5.7.3.1 Upon the occurrence of any Force Majeure event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

5.7.3.2 Upon occurrence of a Force Majeure event after the Effective Date, the costs incurred and attributable to such event and directly relating to the project ('Force Majeure costs') shall be allocated and paid as follows:

5.7.3.2.1 Upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof.

5.7.3.2.2 For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the services on account of inflation and all other costs directly attributable to the Force Majeure event.

5.7.3.2.3 Save and except as expressly provided in this Section, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure event or exercise of any right pursuant thereof.

## **5.8 Access and Audit**

5.8.1 The CSP shall keep accurate and systematic accounts, files and records ('the Records'). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the CSP shall keep the Records throughout the duration of the contract / work order and for <> years following the termination of contract / work order.

5.8.2 The CSP shall upon request provide the Department or its representatives or audit officials unrestricted access to the Records in order that the Records may be inspected and copied. The CSP shall co-operate fully in providing to the Department or its representative's answer to such enquiries as may be made about the Records.

5.8.3 Where it is found by the Department that any overpayment has been made to the CSP, the CSP shall reimburse the Department such amount within 30 days of the date of the Department's written demand.

## **5.9 SLA Measurement and Penalties**

5.9.1 CSP would have the responsibility to escalate issue, if any, which is required to be discussed and resolved for the smooth operation of the project well in time. Any low performance as reflected in the SLA performance of the CSP would be the sole and complete responsibility of the CSP.



5.9.2 The key service level requirements for project, which need to be ensured by the CSP during the operations and maintenance period, are given in Annexure - 3. These performance requirements shall be strictly adhered to by the CSP. The SLA monitoring shall be done/ reviewed on a monthly/quarterly basis. During the project, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters based on mutual consent of both the parties i.e. Department and CSP.

5.9.3 Penalties: CSP will attract penalties in case of delay in completion of activities. In case the overall penalty exceeds <>% of the Project Price, Department may terminate the contract / work order. Penalties applicable per week of delay in completion of the activities will be based on the payable amount of respective milestone mentioned in Section 3.3.

## 5.10 Terms of Payment

CSP will have to setup and operationalize the project conforming to the scope mentioned in the RFP. After the Go-Live of the project, CSP shall be paid based on the actual utilization on quarterly basis. Additional cost and other operational expenses as mentioned in the RFP for implementation of other requirements of Department, shall be paid additionally based as per contract / work order.

Sl No	Payment Milestones	Time of Payment	Payable Amount
1.	Payment for Go-Live of application	Successful application development	Payment based on the financial quotes provided by the CSP less penalties (if any)
2.	Periodic payment for operation and management after Go-Live	After Go-Live during project	Quarterly invoice raised based on the actual number of calling / seat as mentioned in the financial quote provided by the CSP less penalties (if any)

Note:

- Applicable SLA deductions and other penalties for the quarter shall be deducted from the respective invoices raised by the CSP.
- CSP will be paid additionally for additional resource cost and other operational expenses to meet additional requirements of Department as per the rates mentioned in the contract / work order.



- c. All taxes, duties etc. shall be payable by the CSP. However, in case of change or revision of service tax or its equivalent in any new tax structure, the payment will be made as applicable. The documentary evidences for payment of applicable tax will be submitted by the CSP.
- d. The mandatory taxes / duties etc. as applicable shall be deducted by Department.>>

## 6 Annexures

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### 6.1 Annexure 1: Prequalification-cum-Technical Criteria

Department may design its own Prequalification-cum-Technical criteria to screen the capable bidders for the bidding process. Department may refer the following table for identifying and designing the Prequalification-cum-Technical criteria for their RFP. Some sample forms are also attached below that are related to the suggested Prequalification-cum-Technical criteria. Department may like to hold discussion with prospective bidders to firm up the Prequalification-cum-Technical criteria to ensure sufficient participation in the bidding process.

S No	Prequalification-cum-Technical Criteria	Proof Required	Check List (Yes/ No)	Page Reference (to be filled in by the bidder)
	Cover letter with undertaking Form 1		Yes / No	Page No.
	The bidder should have an average annual turnover of not less than Rupees <> Crores from business operations for last three financial years Form 2	Audited financial statements (reflecting overall turnover) / annual report containing financial statements for the last three financial years and A certificate duly certified by the statutory auditor of the bidder clearly mentioning the average annual turnover of the bidder for last three financial years	Yes / No	Page No.

The bidder should have an average annual turnover of at least Rupees <> Crores from call centre operations, for last three financial years Form 3	A certificate duly certified by the statutory auditor of the bidder clearly mentioning the average annual turnover of the bidder from call centre operations for last three financial years		Page No.
The bidder should have a fully functional multilingual call centre facility with at least <> operational seats in < location> Form 4	An undertaking from the authorized signatory of the bidder, certifying the same along with a copy of a valid OSP license	Yes / No	Page No.
The bidder should be a company registered in India under Companies Act 1956 (as amended from time to time) for a period of at least 3 years as on the date of submission of the bid Form 5	Copy of Certificate of Incorporation / Registration	Yes / No	Page No.
The bidder should submit valid authorisation details of the person(s) signing the bid document Form 6	Power of Attorney OR Certified copy of Board Resolution	Yes / No	Page No.
Bidder should either have a positive net worth (paid up share capital + free reserve - accumulated losses / fictitious assets) for last three financial years Form 7	Statutory Auditor's certificate mentioning net worth	Yes / No	Page No.
Bidder should not have defaulted in payment of statutory dues or liability in India Form 8	No statutory dues certificate signed by authorised signatory	Yes / No	Page No.

Experience of bidder in managing call centre operations with minimum of 3 projects involving inbound or outbound calling process of at least <> seats or <> Lakh call in an year each on outsourced model for any Government entity / PSU / Banks within the last 5 years in India Form 9	Relevant client certificate for managing call centre operations Or Work order/LOI along with the project completion certificate or equivalent document establishing the said criterion	Yes / No	Page No.
As on date of submission of the bid, the bidder should not be blacklisted by any Government entity in India Form 10	Certificate duly signed by authorised signatory	Yes / No	Page No.
Bidder should not have withdrawn from similar government projects or should not have any contract termination from similar project with Government entities on account of non-performance in the last 3 years Form 11	Certificate duly signed by authorised signatory	Yes / No	Page No.
The bidder should have submitted the tender fee (non-refundable) and the EMD as mentioned in the RFP Form 12	a. Tender Document Fee: Demand Draft or proof of payment b. EMD: Bank guarantee / Fixed Deposit receipt	Yes / No	
The details for the above along with the documentary proofs as required should be provided in the formats as provided subsequently in this part of the Annexure 1.			

## 6.2 Annexure 2: Forms

### 6.2.1 Form – 1: Cover letter

[On the letter head of the bidder]

To

Nodal Officer (as per Fact Sheet)

<>

Sub: Selection of Call centre Service Provider (CSP)

Dear Sir / Madam,

1. Having examined the RFP, Annexures, addenda and pre-bid clarifications thereto, we, the undersigned, in conformity with the said RFP, offer to provide the said services on terms of reference to be signed upon the award of contract/ work order for the sum indicated as per our financial bid.
2. We acknowledge having received all the addenda / pre-bid clarifications to the RFP.
3. We have read the provisions of the RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, suggestions if any, found in our bid shall not be given effect to.
4. We undertake, if our bid is accepted, to provide the services comprised in the RFP within time frame specified, starting from the date of receipt of notification of award from Department.
5. We agree to abide by this bid for a period of <> days from the date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We agree to execute a contract or accept a work order in the form to be communicated by Department, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such contract/ work order to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this bid.
7. We agree that if any day during the entire project duration, our act breaches the RFP terms and conditions or we express our inability to execute the project, Department reserves all the rights to terminate the contract / work order and appropriate penalty will be borne on us.

8. We hereby confirm that we do not have any conflict of interest in accordance with the RFP.
9. We confirm that we will be responsible for the security of all the data captured or shared with our system. We further undertake that neither we have any subsidiary managing health related work nor any of our directors have any such agency. Further, after termination of the contract / work order or at the end of project, we will not enter into any similar field that may raise a conflict with the operations specified in the contract / work order.
10. Unless and until a formal contract / work order is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding agreement.
11. As security for the due performance of the undertaking and obligation of the bid we submit herewith a bank guarantee bearing number \_\_\_\_\_ dated \_\_\_\_\_ drawn in favour of <> for an amount of Rs <> (Rs, in words) payable at <>.
12. We understand that if the details given in support of claims made above are found to be untenable or unverifiable, or both, our bid may be rejected without any reference to us. We also understand that if there is any change in our Prequalification-cum-Technical criteria status till the date of award of contract / work order to the CSP, it is our responsibility to inform Department of the changed status at the earliest.
13. We further clearly understand that Department is not obliged to inform us of the reasons for rejection of our bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20<>

Signature

(Bidder seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

### 6.2.2 Form – 2: Annual turnover

[On the letter head of statutory auditor]

We hereby certify that total annual turnover and average turnover from business operations of M/s\_\_\_\_\_ (name of the bidder) for the last three years is as given below:

Annual turnover for the last 3 financial years in Indian Rupees (in Crores)			
Year 1	Year 2	Year 3	Average of three financial years
<>	<>	<>	

(Signature of statutory auditor)

Name of statutory auditor:

Name of statutory auditor firm:

Seal of statutory auditor firm:

### 6.2.3 Form – 3: Annual turnover from call centre operations

[On the letter head of statutory auditor]

We hereby certify that the total annual and average turnover of M/s\_\_\_\_\_ (name of the bidder) for the last three years from call centre operations is as given below:

Annual turnover from call centre operations for the last 3 financial years in Indian Rupees (in Crores)			
Year 1	Year 2	Year 3	Average of three financial years
<>	<>	<>	

(Signature of statutory auditor)

Name of statutory auditor:

Name of statutory auditor firm:

Seal of statutory auditor firm:

#### 6.2.4 Form – 4: Experience of multilingual call centre of minimum <> operational seats

[On the letter head of the bidder]
This is to certify that ----- (name of the organization), having registered office at ----- (address of the registered office) is operating a multilingual call centre with capacity of more than <> operational seats from ----- (location of the call centre).
(Signature of authorized signatory)
Name of authorized signatory:
Name of bidder:
Seal of bidder:

#### 6.2.5 Form – 5: Certificate of Incorporation

[On the letter head of the bidder]	
Bidder name:	
Incorporated as _____ in year _____ at _____.	
Registration number	

(Signature of authorized signatory)

Name of authorized signatory:

Name of bidder:

Seal of bidder:

**Supporting Documents:** Provide a copy of certificate of incorporation.

#### 6.2.6 Form – 6: Format of Power of Attorney for bid

Power of Attorney

(On stamp paper of relevant value)

Know all men by these presents, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize Mr / Ms \_\_\_\_\_ (full name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things

necessary in connection with or incidental to our bid document in response to the tenders invited for this RFP, including signing and submission of all documents and providing information / responses to Department in all matters in connection with our bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20<>

For

(Signature)

(Name, designation and address)

Accepted

(Signature)

(Name, title and address of the attorney)

Seal of bidder:

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.
3. In case the bid is signed by an authorized Director / Partner or Proprietor of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.



### 6.2.7 Form – 7: Format for statutory auditor’s certificate

[On the letter head of statutory auditor]

We hereby certify that net worth of M/s \_\_\_\_\_ (name of the bidder) as per balance sheet of last 3 financial years is as given below in Indian Rupees

Particular	Year 1	Year 2	Year 3
	<>	<>	<>
Paid up share capital (A)			
Free reserves after deducting accumulated losses / fictitious assets (B)			
Total (A+B)			

(Signature of statutory auditor)

Name of statutory auditor:

Name of statutory auditor firm:

Seal of statutory auditor firm:

### 6.2.8 Form – 8: Format for providing no default for statutory and liability payments

[On the letter head of the bidder]

This is to certify that ----- (name of the organization), having registered office at ----- (address of the registered office), has not defaulted in payment of statutory dues or liability in India.

Date:

(Signature of authorized signatory)

Name of authorized signatory:

Name of bidder:

Seal of bidder:

## 6.2.9 Form – 9: Format for experience of bidder in managing call centre operations

Experience of bidder in managing call centre operations with minimum of 3 projects involving inbound or outbound calling process of at least <> seats or <> Lakh call in an year each on outsourced model for any Government entity / PSU / Banks within the last 5 years in India.

Project title:			
(Attach separate sheet for each project)			
Country		Address	
Name of client			
Location of call centre			
Total seats			
Number of call centre agents for Hindi and English languages only:			
Number of call centre agents for <language>			
Regional languages in which the call centre was operational			
Duration of the assignment		Start date (month / year)	
		Date of successful implementation / Go-Live (month / year)	
		End date (month / year)	
Name of senior staff associated with the assignment		Name	
		Designation	
		Role in the project	
		Contact number	
		Email Id	
Narrative description of project: (in not more than 500 words)			
Description of actual services provided by your staff within the assignment: (in not more than 500 words)			

#### 6.2.10 Form – 10: No blacklisting certificate

This is to certify that ----- (name of the organization), having registered office at ----- (address of the registered office), has not been blacklisted by any Government entity in India as on date of submission of bid.

In case our organisation gets blacklisted by any Government entity in India, even during the project period, we will inform the same to the Department in writing within 15 days.

Date:

(Signature of authorized signatory)

Name of authorized signatory:

Name of bidder

Seal of bidder

#### 6.2.11 Form – 11: Non termination certificate

[On the letter head of the bidder]

This is to certify that ----- (name of the organization), having registered office at ----- (address of the registered office), has not withdrawn from similar project or have not had any termination of contract from similar project with Government entities on account of non-performance in the last 3 years as on date of submission of bid.

Date:

(Signature of authorized signatory)

Name of authorized signatory:

Name of bidder:

Seal of bidder:

#### 6.2.12 Form – 12: Format for bank guarantee for EMD

Whereas \_\_\_\_\_ (hereinafter called “the bidder”) has submitted its bid offer dated \_\_\_\_\_ for Request for Proposal (RFP) for “Selection of Call centre Service Provider (CSP)” (hereinafter called “the bid”) KNOW ALL MEN by these presents that WE \_{Bank name}\_ having head office at \_{ head office Address}\_ (hereinafter called “the Bank”) are bound upto \_{date till bid validity}\_ to Department of <>, Government of <> (hereinafter called “Department”) in the sum of Rs <>/-(Rupees, in word) for which payment will and truly to be made to the Department the Bank binds itself, its successors and assigns

by these presents. Sealed with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20<>.

THE CONDITIONS of this obligation are:

If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid; or if the bidder, having been notified of the acceptance of its bid by Department during the period of bid validity: fails or refuses to execute the contract / work order if required; or fails or refuses to furnish the Performance Bank Guarantee, in accordance with the instruction given in Request for Proposal; we undertake to pay the Department up to the above amount upon receipt of its first written demand, without the Department having to substantiate its demand, provided that in its demand the Department will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including and any demand in respect thereof should reach the Bank not later than the above date.

Date:

Place:

(Signature/ seal of the Bank)

### **6.3 Annexure 3: Service Level Agreements and Penalties**

#### **6.3.1 Service Level Agreements (SLAs)**

For measuring the compliance of the project to the envisaged requirement, certain Service Level Agreements (SLAs) related to expected levels of service (i.e. baseline service level) must be ensured by the CSP. Payment to the CSP may be linked to the SLA metrics defined in the RFP based on the requirement of the project.

The SLAs may consist of some parameters for ensuring the desired performance level of the project and may be summarized in a metrics with clearly defined measurable methodology. Below is a sample SLA which may be referred by the Department while preparing their own RFP.

S. No.	Metric	Weightage (in % out of 100)
	Data validated	A%
	Percentage of data validated in a defined periodicity by CSP.	
	Question bank / content creation	B%
	Creation of standard question bank and revised question response in case of any additional query.	
	Availability	C%
	i. Project application uptime (% of time for which the project application was available during the operational hours excluding scheduled maintenance as agreed by Department, if any). It will be total cumulative uptime of application and calculated as 'Total uptime of application in minutes ÷ Total minutes of operations in a day'.  ii. Percentage availability of manpower: SLA will be calculated based on the number of resource persons present against the number of days of presence required for the resource persons on site.	
	Feedback on call centre performance	D%
	SLA will be calculated based on the feedback received / ascertained about the performance.	
	Key call centre parameters	E%
	iii. Average call handling time (including talk time as well as time on which the call was on hold). SLA will be monitored based on the Average Handling Time (AHT) of the project.  iv. Agent occupancy rate: The SLA will be monitored based on the time that the Call centre Agents spend on actual calling. The unit of measurement for this metric is percent average time in minutes spent by all Call centre Agents per hour speaking on calls.	

The CSP will get lesser payment in case of a lower performance on any defined parameter. The aforementioned SLA parameters shall be measured on periodic basis as per the SLA parameter requirements, through appropriate SLA measurement tools.

### 6.3.2 Penalties\*

CSP will attract penalties in case of delay in completion of assigned activities.

Penalties applicable for delay per < week / day> in completion of the following indicative activities will be:

- 6.3.2.1 N1% of <periodic> payment for failing to ensure average minimum <> hours of actual calling per < week / days> per Call centre Agent / Medical Specialist
- 6.3.2.2 N2% of <periodic> payment for failing to ensure audio recordings of the calls as per contract / work order
- 6.3.2.3 N3% of <periodic> payment for failing to ensure adequate training of resource persons on <monthly / quarterly> basis.

\* Department needs to define the value of N1, N2, N3 etc based on the severity of each failure.

#### 6.4 Annexure 4: Manpower Requirement for Project

In this section, State/UT may provide the eligibility criteria and roles and responsibilities of manpower required. Below is a sample list of eligibility criteria and roles and responsibilities which may be used by State/UT for their reference. State/UT may define their manpower requirement according to the project.

##### 6.4.1 Eligibility criteria and roles and responsibilities

Manpower requirement	Eligibility criteria	Roles and responsibilities
Call centre Agents (Hindi and English or regional language mentioned by Department)	<ul style="list-style-type: none"> <li>a. Graduate with minimum 1 year of experience in call centre</li> <li>b. Should have excellent communication skills in Hindi and English or regional language</li> </ul>	<ul style="list-style-type: none"> <li>i. Will be responsible for resolution of queries received through calls for all queries present in the question bank</li> <li>ii. Will be responsible for validation of records</li> <li>iii. Will be responsible for promotion of government programmes and schemes and IEC activities</li> </ul>
Supervisor (1 for every 20-30 Call centre Agents)	<ul style="list-style-type: none"> <li>a. Post Graduate with minimum 5 years of experience</li> <li>b. Should have minimum 2 years of experience in supervising call centre operations</li> <li>c. Should be below &lt;&gt; years of age during the validity of the contract / work order</li> </ul>	<ul style="list-style-type: none"> <li>i. Will be responsible for the operational aspects (i.e. day-to-day operations, performance management based on SLAs, training, etc.)</li> <li>ii. Will identify the gaps in operation based on process / knowledge / technical requirement for smoother operations</li> <li>iii. Will be responsible for content management in order to ensure periodically updated question bank is made available to the Call centre Agents</li> </ul>

Manpower requirement	Eligibility criteria	Roles and responsibilities
Medical Specialists	a. MBBS degree with minimum 2 years of work experience b. Should be eligible for practicing in India c. Should be below <> years of age during the validity of the contract / work order	i. Will be present on the floor during the operating hours to provide the necessary medical assistance required for addressing queries ii. Will be responsible for providing medical expertise to formulate responses to health queries posed by callers / beneficiaries iii. Will evaluate the quality of health advice offered to callers / beneficiaries by Call centre Agents
Application Developer / Database Administrator / Testing Engineer / Business Analyst	a. BE / B Tech / MCA with minimum 3 years of experience b. Minimum 2 years of experience in respective field c. Should be below <> years of age during the validity of the contract / work order	i. Will be responsible for assessment of technical requirement and giving technical inputs to Department ii. Will be responsible for development of project solution and changes in the application including changes in the form, addition and removal of questions i. Will be responsible for resolution, up-gradation and bug fixing of technical issues

## 6.5 Annexure 5: Financial Format

This annexure presents the methodology for calculation of 'Lowest Financial Quote (FL)' which would be used for the purpose of award of work order / signing of contract of the technically qualified bidders.

The numbers used herein for resource persons, man-months etc. are only for the purpose of evaluation and may not depict the actual requirement of the Department as the same may vary during the operation phase of the project.

S No	Resource type	Unit rate per month (Rs) (A)	Number of resources (B)	Number of months (C)	Amount (Rs) (D) = A X B X C	Taxes (Rs) (E)	Total Cost (Rs) (F) = D + E
1	Call centre Agents (Hindi and English or regional language)		To be provided by the Department before publishing RFP	To be provided by the Department before publishing RFP			F1
2	Supervisor		To be provided by the Department before publishing RFP	To be provided by the Department before publishing RFP			F2
3	Medical Specialist		To be provided by the Department before publishing RFP	To be provided by the Department before publishing RFP			F3
4	Application Developer / Database Administrator / Testing Engineer / Business Analyst		To be provided by the Department before publishing RFP	To be provided by the Department before publishing RFP			F4
	Total $F_L = F1 + F2 + F3 + F4 = \text{Rs (in figures)}$				Total Rs (in words)		

## 6.6 Annexure 6: Project Price

Project Price would be calculated based on the following formula:

$$\text{Project Price } P = FL + FL (1+r\%) + FL (1+r\%)^2 + \dots + T (1+r\%)^n$$

Where:

FL: is the Lowest Financial Quote (FL) derived in the Annexure 5 of this RFP

r: is the percentage annual increase on the previous year price (and the same will be defined by the Department. The value of r is generally from 5% to 8% in case of manpower) >>





Ministry of Health and Family Welfare  
Government of India