### REQUEST FOR PROPOSAL (RFP) FOR

## "SELECTION OF SERVICE PROVIDER FOR SETTING UP & MANAGEMENT OF CONTACT CENTRE OPERATIONS ON MANAGED SERVICES MODEL"

# Volumes I, II



## NATIONAL INSURANCE COMPANY LIMITED

Registered and Head Office: 3, Middleton Street, Kolkata – 700 071 Phone No: 2283-1728 / 39 Fax No: 2283-1740

www.nationalinsuranceindia.com

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## Volume .I

## Important Dates and Information

Bid Reference	Master Document with RFP Number: NIC/IT/RFP/CC/RFP/05/2017
Date of Commencement of Bid	01 <sup>st</sup> November 2017
Last Date of Procurement of Bid	10 <sup>th</sup> November upto 5.45 PM
Date and Time for Receipt of Bids	04th December 2017 upto 03:00 PM
Date and Time for request for clarification of Bids	14 <sup>th</sup> November 2017, upto 5:45 PM
Date and Time for Pre-Bid Meeting	15 <sup>th</sup> November 2017, at 03:00 PM
Date and Time for publication of clarification, if required	On or before 24 <sup>th</sup> November 2017 at www.nationalinsuranceindia.com
Time and Date of Opening of PART-I (Bid Security) i.r.o. Bids for Volume-II	04th December 2017 at 04:00 PM
Time and Date of Opening of PART-II (Technical Bid) and Part-III (Commercial Bid) i.r.o. Bids for Volume-II	To be intimated later to Participating Bidders
Place of Opening of both PARTs of the Bids for Volume-II	IT Department National Insurance Company Ltd. 3 Middleton Street, 4 <sup>th</sup> floor, Kolkata - 700 071 Phone No: 2283-0795 Fax No: 2283-1740 Email: <u>ds.pente@nic.co.in</u>
Date till which the Bid is valid i.r.o. Bids for Volume-II	1 (one) year from the date of opening of the Commercial Bids
Address for all Communication, including <b>request for clarification</b> , if required	Chief Manager - IT, IT Department National Insurance Company Ltd. 3 Middleton Street, 4 <sup>th</sup> floor, Kolkata - 700 071 Phone No: 2283-0795 Fax No: 2283-1740 Email: <u>ds.pente@nic.co.in</u>

	CC: ranadhir.dey@nic.co.in	
NIC Details of NIC Head Office	·	
Name as per NIC Account	: National Insurance Company Limited	
NIC Account Number	: 417953111	
Type of Account	: Current Account	
Name of the NIC	: Indian NIC	
Name of the Branch	: Russell Street, Kolkata – 700071	
MICR Number of the Branch	: 700019018	
IFSC No. of the Branch	: IDIB000R024	

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## 1. Overview

## **1.1.** About National Insurance Company Ltd.

**National Insurance Company Limited** (hereinafter referred to as **NIC**), with its registered office in Kolkata, is of the leading public sector insurance companies of India. It was incorporated in 1906 and nationalized in 1972, before operating as a Government of India undertaking from 2002. National Insurance Company Ltd (NIC) is one of the leading public-sector insurance companies of India, carrying out non-life insurance business. Headquartered in Kolkata, NIC's network of about 1000 offices, manned by more than 16,000 skilled personnel, is spread over the length and breadth of the country covering remote rural areas, townships and metropolitan cities. NIC's foreign operations are carried out from its branch offices in Nepal.

NIC transacts general insurance business of Fire, Marine and Miscellaneous insurance. Befittingly, the product ranges, of more than 200+ policies offered by NIC cater to the diverse insurance requirements of its 20 million policyholders. Innovative and customized policies ensure that even specialized insurance requirements are fully taken care of.

## 1.2. Background

In order to cater to the newer dimensions of insurance and matching customer expectations, NIC took up transformation of its business processes using IT as the key enabler for its day to day operations. NIC completed the re-design of its core business processes and is in the process of implementation of the "Enterprise Architecture Solution for Insurance" (hereinafter referred to as EASI).

EASI is a centralized application suite consisting of more than 20 applications. Contrary to the earlier application, which was decentralized, EASI requires uninterrupted connection to the centralized servers hosted at NIC's Data Centre (DC).

## 1.3. Objectives of the RFP

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling National Insurance Co. Ltd ("the NIC") in selection of Service Provider for setting up and management of Contact Centre Operations on Managed Services Model.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the solution. The provision of the solution is subject to observance of selection process and appropriate documentation being agreed between NIC and the successful bidder as identified by the NIC, after completion of the selection process as detailed in this document.

### 1.4. RFP Documents

As such, this Master Document has been segregated into two volumes. Whereas Volume II, contain specific details for preparation of Bid in respect of the RFP for setting up Contact Centers, Volume I contain general details, terms, conditions, Format of Contract etc. concerning the RFP and which are required for preparation of the Bid.

The RFP is governed by the general details, Terms, Conditions, Format of Contract etc as laid down in the Master Document.

### Volumes and Sections of this Master Document:

- Volume I
  - the Overview
  - General Terms and Conditions (GT&C) for the RFP

#### ► Volume II - NIC/IT/RFP/CC/RFP/05/2017

- the Instruction to Bidders for RFP/CC/05/2017
- the Scope of Work
- the Roles and Responsibilities
- the Annexures

## 2. GT&C -

## 2.1. Instructions to Bidders

Α	Intending Bidders who satisfy the eligibility criteria laid down under the Volumes II of this document can bid for the RFP as in the mentioned Volume. Intending Bidders may also download this document from the company's website ( <u>www.nationalinsuranceindia.com</u> ) between dates (refer – Section Important Dates and Information) and the Bidder must submit a non-refundable RFP Document Fee of Rs. 30,000/- only (Rupees Thirty Thousand only) to National Insurance Company Limited payable through NEFT/RTGS only prior to Pre-Bid Meeting Date.
	Non-furnishing of RFP Document Fee/s, till the time of submission of the bid will disqualify the bidder.
	A copy of proof of payment of non-refundable RFP Fee has to be emailed to the following ids;: <u>ds.pente@nic.co.in</u> , CC: <u>ranadhir.dey@nic.co.in</u>
В	Intending Bidders who wish to participate in the Pre-Bid Meeting shall submit the proof of payment of non-refundable RFP Document Fee of <b>Rs. 30,000/- only (Rupees Thirty Thousand only)</b> to National Insurance Company Limited payable through NEFT/RTGS only, prior to the Pre-Bid Meeting Date. Only three authorized representatives of Bidder can participate in the pre-Bid meeting. Documentary proof of payment of the RFP Document Fee by intending bidders by mail/hard copy, is a pre-requirement for participation in the Meeting.
С	Bidder should be agreeable to hold the price and configuration for a period of at least six months from the date of opening of Commercial Bid in respect of his bid under the RFP, and in case there occurs any change in the specifications because the Solution offered/ordered for being phased out from the market, should be able to supply solution and systems of higher configuration at the same prices agreed to, in respect of the bid under the RFP as in Volume-II.
D	The Bidder can submit only one bid offering only one combination of solution and products in respect of the RFP. If any Bidder quotes multiple offers under each item, his bid will be summarily rejected.
Е	Intending Bidders are required to quote for all the items quoted for in respect of the Volume. Failure to quote for any one or more items or not mentioning the prices of each item separately in the Commercial Bid will disqualify the Bidder.
F	Each Bid under RFP must be accompanied with an Earnest Money Deposit (EMD) of value of <b>Rs. 50,00,000.00 (Rupees Fifty Lakhs Only)</b> by way of BG/DD/NEFT/RTGS in favour of National Insurance Company Limited, refer bank details mentioned above. Non-furnishing of EMD will disqualify the bidder.
	The EMD would be returned without any interest to the unsuccessful Bidders on receipt of written application, within 90 days of award of Purchase Order to the Successful Bidder.
	The EMD will be refunded/returned to the successful Bidder on production of a performance guarantee.

	The EMD will be forfeited if the successful Bidder refuses to accept purchase order or having accepted purchase order fails to carry out his obligations mentioned therein. Additionally, such bidder will be blacklisted and barred from participating in any future RFPs' of NIC.		
	No interest on EMD will be paid to either Successful or Unsuccessful Bidder.		
	The company reserves the right to accept / reject any / all offers without assigning any reason whatsoever. The decision of the Company in selecting the bidder would be final and conclusive.		
Н	The consultants of NIC or their sister concerns will not be permitted to participate in these bid/s.		
1	RFP Document/s is/are not Transferable.		
J	The RFP will be in three Parts, viz., Pre-Qualification, Technical and Commercial bid and in online format.		
	Bidders must submit their Bid online, on or before the last date and time mentioned in RFP.		
	Details of the procedure to be followed for online, is available in Annexure-12 (Volume-II). Bidders must abide by the same.		
К	NIC shall evaluate Pre-qualification Bid first and shortlist the bidders who qualify for further evaluation.		
	The Technical Bid shall be evaluated only for those responses that have qualified in the Pre-Qualification Bid.		
	Commercial bids of only those bidders who qualify in the Technical Bid shall be opened later. NIC will notify the date and time of opening of the Commercial bids to the technically qualified bidders.		
	NIC reserves the right to change or relax the eligibility criteria to ensure inclusivity. No further discussion/ interface will be granted to bidders whose bids have been disqualified.		
	The evaluation by NIC will be undertaken by a committee and its decision is final.		
L	The Pre-qualification Bid of the Bidder should be submitted <b>online</b> . Along with the online submission, the following should be submitted in separate sealed cover super-scribed "Original".		
	A CD containing soft copy of the Pre-qualification bid and <b>Pre-Qualification Bid and supporting documents in hard copy</b> should be enclosed in one cover and sealed. This cover should be super-scribed with the wording "DO NOT OPEN BEFORE" "Pre-Qualification bid for <b>NIC/IT/RFP/CC/RFP/05/2017</b> ".		
	Supporting documents must be indexed and page numbers, paragraph numbers referenced with the <u>prescribed format</u> of the PQ Bid.		
	The Bidder should put the proof of transfer of EMD of requisite value in the appropriate envelope for "Original" Pre-Qualification Bid for RFP/CC/05/2017". Prices <b>must not be indicated</b> in the Pre-Qualification Bid.		

	Only one representative of the bidder can be present for the opening of the Pre-Qualification
	Bid. If the representative of the bidder is not present at the venue on the scheduled date and time, NIC will proceed with opening of the Bid.
М	The Technical Bid of the Bidder should be submitted <b>online</b> . Along with the online submission, the following should be submitted in separate sealed cover super-scribed "Original".
	A <b>CD</b> containing soft copy of the Technical bid and <b>Technical Bid and supporting</b> <b>documents in hard copy</b> should be enclosed in one cover and sealed. This cover should be super-scribed with the wording "DO NOT OPEN BEFORE" and "Technical bid for <b>NIC/IT/RFP/CC/RFP/05/2017</b> .
	The Technical Bid must be submitted in an organized and structured manner.
	Supporting documents must be indexed and page numbers, paragraph numbers referenced with the prescribed format of the Technical Bid. Unpriced BoQ to be provided.
	It is mandatory to submit the technical details in the prescribed formats duly filled in. NIC, at its discretion, may not evaluate a Technical Bid in case of non-submission or partial submission of technical details.
	The corrections or alterations, if any should be authenticated. In the case of the corrections/alteration are not properly authenticated, the offer will be rejected.
	Technical details must be completely filled up containing correct technical information of the product being offered. Filling up of the forms using terms such as "OK", "accepted", "noted", "as given in brochure/manual" are not acceptable to NIC. Offers not adhering to these guidelines may not be accepted by NIC.
	No brochures/leaflets etc. should be submitted in loose form.
	Prices must not be indicated in the Technical Bid.
	Only two representatives of the bidder can be present for the opening of the Technical Bid on the specified date and time. If the representative/s of the bidder is not present at the venue on the scheduled date and time, NIC will proceed with opening of the Bid.
	Technically qualified bids will be taken up for further processing and the Commercial Bids of qualified bidders will be opened in the presence of the technically qualified bidders' representatives on separate date and time which will be notified separately. If the representative/s of the bidder is not present at the venue on the scheduled date and time, NIC will proceed with opening of the Bid.
N	The Commercial Bid of the Bidder should be submitted <b>online</b> . Along with the online submission, the following should be submitted in separate sealed cover super-scribed "Original".
	A <b>CD</b> containing soft copy of the Commercial bid and <b>Commercial Bid in hard copy</b> should be enclosed in one cover and sealed. This cover should be super-scribed with the wording "DO NOT OPEN BEFORE" and "Commercial bid for <b>NIC/IT/RFP/CC/RFP/05/2017</b> .

The price quoted should be in Indian rupees only. The prices offered shall be on a fixed price basis and should not be linked to the Foreign exchange.

Prices are to be indicated only in the prescribed format in Commercial Bid. No information should be kept blank and no options should be quoted. Offer should be in strict conformity with the prescribed format.

In case of deviation, the bid is **liable to be disqualified**.

- O All the covers namely Pre-Qualification Bid, Technical Bids and Commercial Bids prepared as above are to be put in a single sealed cover super scribed with the wordings "RFP No: NIC/IT/RFP/CC/RFP/05/2017, Due Date and the wordings "DO NOT OPEN BEFORE \_\_\_\_\_\_".
  - P All the covers thus prepared should also indicate clearly the name and address of the Bidder. Contents of each of the innermost envelopes must be bound properly.
- **Q** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process
- R Address for all communication is given in Table, Important Dates and Information. In case of deviation, the bid is liable to be disqualified.

# 2.2. GT&C - Common Definitions for the RFP: In this Master Document the following terms shall be interpreted as indicated below:

A	'NIC' means National Insurance Company Limited.	
В	The 'Purchaser' means National Insurance Company Limited.	
C The term "this document" means this "Master Document", containing Volume-I (Overvie GT&C), Volume-II (RFP No: NIC/IT/RFP/CC/RFP/05/2017), and Annexures, if any.		
	"RFPs" means this Request for Proposal ("RFP No: <b>NIC/IT/RFP/CC/RFP/05/2017</b> ") which is a detailed notification seeking a set of service (s), product(s), materials and/or any combination of them in respect of Volume-II and as governed by the GT&C (Volume-I) of the Master Document and respective Volume.	
	The term Volume-II or (RFP No: NIC/IT/RFP/CC/RFP/05/2017) or RFP/CC/05/2017 are interchangeable.	
D	The term 'Contract' or 'Agreement' are interchangeable and means the respective Contract or Agreement to be signed by the Successful Bidder and NIC in respect of RFP <b>RFP/CC/05/2017</b> and as recorded in the Contract Form signed by the Purchaser and the Supplier, including all attachments and Annexure thereto and all documents incorporated by reference therein. The contract also covers the General Terms and Conditions and other points mentioned in this document including the accepted deviations (if any).	
	Specimen of the Contract has been given in Volume-I.	
E	The terms 'Service Provider/System Integrator/Authorised Channel Partner/Partner/Supplier/ Contractor' are interchangeable and means the person or the firm or the company with whom the order for the supply, upgrade, installation/implementation, configuration, commissioning,	

	maintenance/support of the Solution/Goods/Maintenance/Services is placed in respect of <b>RFP/CC/05/2017</b> , and shall be deemed to include the Partner's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be unless excluded by the terms of the contract.
F	The term 'Bidder' means 'Service Provider/System Integrator/Authorised Channel Partner/Partner/Supplier' and is interchangeable.
	The term 'Supplier' also includes Original Equipment Manufacturer (OEM) wherever applicable. At the time of issuance of Purchase Order and signing of Contract in respect of <b>RFP/CC/05/2017</b> the successful Bidder may be termed as 'Supplier' or 'Vendor'.
	The Bidder who has signed the bid in respect of <b>RFP/CC/05/2017</b> should clearly indicate the capacity in which he / she has signed the bid and the company or firm shall be bound by his / he signature.
G	The "Authorized Representative" shall mean any person/agency authorized by either of the parties.
Η	The 'Bid Price/Contract Price' means the 'Grand Total Price' payable to the successfu Bidder/supplier/Authorized Partner net of discount (if any), liquidated damages (if any) under the contract in respect of <b>RFP/CC/05/2017</b> and these presents for the full and proper performance of the contractual obligations of the Supplier/Authorized Partner
I	The 'Contract Value' means the real cost in respect of <b>RFP/CC/05/2017</b> including all related Services, Software, Hardware and other accessories to be supplied and installed and related services by the Supplier.
J	"Rates/Prices" means prices of supply of equipment and services quoted by the Bidder in the Commercial Bid submitted by him in respect of <b>RFP/CC/05/2017</b> and/or mentioned in the Contrac
K	"LOI" means issuing of Letter of Intent which shall constitute the intention of the Purchaser to place the purchase order with the successful bidder in respect of <b>RFP/CC/05/2017</b> .
L	The 'Order' means the Purchase Order issued in favour of the Supplier in respect or RFP/CC/05/2017.
Ň	The term 'Goods/Solution' are interchangeable and means all the deliverables complying with technical requirements specified in this document and as applicable under Scope of Work ir respect of <b>RFP/CC/05/2017</b> , which the Supplier is required to supply, upgrade, install/implement configure, commission, maintenance/support at the various locations of the Purchaser under the order/contract in respect of <b>RFP/CC/05/2017</b> .
	The term 'Solution' shall also include 'Service' such as successful supply, upgrade installation/implementation, configuration, commissioning, maintenance/support and such obligations of the Supplier covered under the order/contract including services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services and are complying with requirements specified in this document, within defined timelines and as per defined matrices, and as applicable under Scope of Work in respect of <b>RFP/CC/05/2017</b> .
N	Integration' means seamless combination of existing infrastructure with newly procured infrastructure without any gap as applicable under Scope of Work and Minimum Technica Specifications in respect of <b>RFP/CC/05/2017</b> .
0	"Site" shall mean the location(s)/NIC Offices for which the Contract has been issued in respect of <b>RFP/CC/05/2017</b> and where the service shall be provided as per Contract/Agreement.

Ρ	"Documentary evidence" means any matter expressed or described upon any substance by means of letters, figures or marks intended to be used for the recording of that matter and produced before a court.		
Q	NIC reserves the right to extend the last date/time for submission of bids or modify / relax the conditions stipulated in this document through email and/or website information update.		
R	Tele Marketing - Tele Marketing to include Ou Telephonic Tele Sales Binding and soft collect Renewal up Sell, Tele Servicing including record	ion of Premium, Tele Marketing for Renewal /	
S	Workstation – A workstation is a hiring of service as Team Leader, Quality Leader, Operations telephone and the required operating software.	es of Contact Center Agent with resources such Manager etc., table, chair computer, headset,	
Т	Tele Sales Representative / Customer service Associate – A person (male or female) aged 20 years or over, having prior experience in tele –sales /customer Service operations in financial service or other industry, who shall have the predefined skill sets and who will be dedicated exclusively for INSURER process(s). Team Leader – A Team Leader (TL) is a person (male or female) aged 21 years and over, having prior experience in tele- sales operations in insurance and who will be dedicated exclusively for the INSURER process(s). A TL will lead a team of TSRs/CSAs as per agreed ratio &will be primarily responsible for achieving performance targets on various campaign(s) assigned to him /her &will present the products from INSURER in accordance with the guidelines as specified.		
U	Quality (Assurance & Compliance) – A Quality Resource (QC/QA) is a person (male or female) aged 21 years & over, having experience in tele-sales quality in financial services or other industry & who will be dedicated exclusively for INSURER process(s). A QC/QA will monitor calls for a team of TSRs/CSAs as per agreed sample size & will primarily responsible for ensuring the quality of sales as per the agreed guidelines from INSURER. QC –primary responsibility is to monitor impact and provide feedback on overall quality QA – is required for internal call evaluation – prior to forwarding calls to INSURER for evaluation / processing		
V	Trainer is a person (male or female) aged 21years and over, having experience in training and motivation. Trainer will train the TSR/CSA on use of Tele Sales equipment, regulation regarding tele sales and tele sales etiquette.		
W	Insurer's Manager a Person posted by INSURER at call center to monitor the activity of TSR/CSA/TL and Quality Assurance and check compliance with IRDA Distance Marketing Regulation. Vendor to provide proposed workstation for 2 Managers free of cost.		
x	Operating Hours: Operating Hours means the operating hour limits set by TRAI for out bound calling campaigns on all days of the week.		
	Abbreviation	Expansion	
1			
	ACD	Automatic Call Distributor	
	ACD AHT	Automatic Call Distributor Average Handling Time	

API	Application Program Interface
ATS	Aggregate Technical Score
BFSI	Banking, Financial Services and Insurance
NIC	National Insurance Co. Ltd.
BPO	Business Process Outsourcing
CIS	Core Insurance Solution
СКМ	Customer Relationship Management
СТІ	Computer Telephony Interface
DND	Do not Disturb
DR	Disaster Recoverv
EMD	Earnest Money Deposit / Bid Security
FCR	First Call Resolution
FTE	Full Time Equivalent
HR	Human Resources
INR	Indian Rupee
IVR	Interactive Voice Response
күс	Know Your Customer
LAN	Local Area Network
LOI	Letter of Intent
MIS	Management Information System
MSA	Master Service Agreement
NDA	Non-disclosure Agreement
NEFT	National Electronic Funds Transfer
PRI	Primary Rate Interface
PROPOSAL/BID/OFFER	Response to the RFP document
RECIPIENT/RESPONDENT/ BIDDER	Is one who responds to this RFP document
RFP	Request for Proposal document or RFP document
RTA	Real Time Adherence

RTGS	Real Time Gross Settlement	
Service Provider/Vendor	Successful bidder	
SLA	Service Level Agreement	
SMS	Short Messaging Services	
тсо	Total cost of Ownership	
TL	Team Leader	
TRAI	Telecom Regulatory Authority of India	
UPS	Uninterrupted Power Supply	
USB	Universal Standard Bus	
WAN	Wide Area Network	
WFM	Work Force Management System	

## 2.3. **GT&C** - **Price Schedule**:

A	All quotes are to conform to the format as per Price Schedule also referred as Commercial Bid in respect of RFP/CC/05/2017.
В	All Inclusive Price of the Solution in respect of RFP/CC/05/2017 will comprise of all Services, Manpower, Hardware and accessories where applicable, license fees of all required software including OS licenses for 5 Years where applicable, On-Site Comprehensive Warranty/AMC (as per Specified Periods) where applicable, and should consider price/charges as specified in the Commercial Bid, in respect of RFP/CC/05/2017.
С	The 'Grand Total' Price as specified in Price Schedule or Commercial Bid in respect of RFP/CC/05/2017 must take into consideration all the components/service required in respect of Volume-II.
D	Any other taxes / levies such as octroi / entry tax etc., payable at the place of delivery will be reimbursed on actual basis (wherever applicable at the place of delivery) subject to production of original document / receipt issued by appropriate authority. In case any waybill or road permit is to be obtained, the Supplier shall make necessary arrangements for obtaining the same. All applicable taxes and tax percentages to be mentioned in the Commercial Bid Format
E	The Supplier is required to submit their bids after carefully examining the documents/conditions in respect of either or all the Volumes. The Supplier must obtain for himself on his own responsibility and at his own expenses all the information necessary to enable him to prepare and submit a proper quotation.
F	It will be the responsibility of the Supplier to take care of all formalities, if any, necessary as per orders of any government/non-government authority in force at the point of time of delivery.
G	The Selection of Supplier would be through the process as laid down in Section- 2.5

- H The detailed breakup of price quotes is to be furnished along with the Price Schedule by the Bidder in respect of RFP/CC/05/2017.
- J Repeat order of any of the components of the Solution in respect of RFP/CC/05/2017, may be placed with the Supplier during the contract period. NIC may place repeat purchase order to Supplier for procurement of capacity or items/services as listed in the Price bid format. The prices for items/services ordered during the first 3 years of the contract would have the same pricing. Price escalations would not be allowed (except USD variation, as described in a different **Section**) in the first three years. For orders placed in Year 4 and Year 5, there may be a nominal increment (not more than 25% of the rates of first 3 years as quoted in the proposal)
- K NIC requires the Respondent to operate and manage the Contact Centre.

Respondent will provide costs as per below (more detailed in the Price Bid format):

Technology Infrastructure Operations costs for managed service basis on Annual Recurring charges (including Data centre, Contact Centre infra, and all the required software applications) Integration costs as one-time development/integration, Annual recurring for its maintenance and Man-day costs for Change Management

Contact Centre infrastructure (e.g Laptop/desktop, workstation, FTE costs etc.) costs as Monthly recurring charges

FTE indicates an agent occupying a work station, deployed at any point in time when the Contact Centre is up. FTE does not include other staff members team leaders, quality teams, managers, support staff members, IT experts, HR team etc). NIC shall only count the number of FTEs as defined above and shall not count other staff members put on deployment for operations and management of Contact Centre.

The Respondent will quote the "Cost per FTE per shift per month". It means the cost shall be for one FTE (that is, an agent directly interacting with the customer on phone/email/web chat/ co browsing/social media etc.) for one shift of 8 hours logged in (day or night) (breaks are not included) for 26 days in a month. The Respondent might deploy any number of shifts of any duration of hours. However, NIC shall consider the total number of logged in duration of Agents in a month and split the same into a shifts of 8 hours duration, excluding breaks.

The following table gives an **illustrative example only**.

Data Centre Infrastructure Including Servers, Storage and Network	
Contact Centre Infrastructure for Complete Operational requirement	
MPLS Connectivity	
The total logged in duration in a month for all Agents is at	27000 hours
Number of FTEs per month per shift shall be 27000 hours / 8 hours / 26 days	27000 / 8 /26 =129.8 FTEs
Amount payable to Respondent If the "cost per FTE per shift per month" is Rs.25000, then, the amount payable shall be	129.8 x Rs.25000 = Rs.32,45,000/-

Total logged-in hours will be ascertained location-wise, i.e., logged-in hours at each Contact Centre will be ascertained separately (as the case may be).

Cost of other staff members, operational costs and all other cost will have to be loaded on the "Cost per FTE per shift per month" and no other cost will be paid by the NIC. Agents mean one who handles the calls/contacts directly. No cost of Team leader or any other supervisory or support staff members will be paid separately.

The time duration spent by agent on induction training/ or any other training like refreshers / new product training / soft skills etc training shall not be considered as "logged-in" duration. The Vendor will provide 4 different costs for "Cost per FTE per shift per month" for CSA/ Sr CSA / Voice CSE / Non- Voice CSE depending on the skills level as defined in the **Section-4.6**.

## 2.4. GT&C – Bidder to Note:

A	The RFP will be in three stages, viz., Pre-Qualification, Technical and Commercial bid. NIC will evaluate the bidder based on their eligibility criteria as laid down in Pre-Qualification
В	The Bidders who qualify in the Pre-Qualification stage will be intimated of their selection and their Technical bids shall be opened at a date and time to be specified later.
C.1	The Technical bids submitted by the bidders will be evaluated. This process will consist of:
C.2	Evaluation of the Technical Bid submitted along-with compliance to the Minimum Technical Specifications mentioned for each of the products/solutions, as applicable in Volumes-II. Wherever details have been asked for, specific responses should be provided by the bidder.
C.3	Presentation by the bidders on their solution and understanding of the Project, if required by NIC.
C.4	Demonstration of functionalities as per NIC's requirements, if required by NIC.
C.5	NIC will shortlist the bidder(s) based on technical evaluation as mentioned above. In case, the bidders <b>are not able to comply with all technical specifications</b> , functionalities during the technical evaluation, the proposal will not be considered by NIC for commercial evaluation, ultimately disqualifying the bidder who doesn't't comply with technical evaluation. The Bidders who qualify in the Technical stage will be intimated of their selection and their Financial bids shall be opened at a date and time to be specified later.
D	Selection of Supplier who offers the lowest price and meets the commercial qualification requirements from the technically qualified list. The Commercial Bid will be evaluated based on the Cost proposed by the Bidder in the Commercial Bid and the L1 Bidder shall automatically qualify for becoming Selected Bidder and for award of contract by NIC. <b>NIC will notify the name of the Selected Bidder, through publication in company website.</b>
E	Any/all Minimum Criteria specified in RFP needs to be fulfilled by the bidder to proceed to the next stage of evaluation/selection.
F	NIC reserves the right to accept/reject any deviation in the Technical and Commercial Bids of any Bidder.

# 2.5. GT&C – Selection of Supplier: Supplier will be selected by following the steps given as under:

A	The Bidder/Supplier would maintain appropriate and adequate stand-by equipment and spares for maintenance during the entire On-Site Comprehensive Warranty, AMC period in respect of the RFP.
В	Arithmetical errors may be rectified on the following basis:
	<ul> <li>If there is a discrepancy between the unit price and total price, whichever is lower will be considered at the time of commercial bid evaluation.</li> <li>If there is discrepancy between words and figures, the lower-most figure will prevail.</li> <li>Where only total price has been provided, NIC will derive unit price based on division of the total price by the number of units.</li> <li>If tax amount does not corroborate with the tax percentage mentioned in the price bid, the tax percentage prevails and amount shall be corrected up to two decimals.</li> <li>If the Bidder does not accept this procedure, the bid may be rejected.</li> </ul>
	A bid determined not substantially responsive will be rejected by the purchaser and cannot be made subsequently responsive.
С	No consideration will be given to a bid in respect of RFP/CC/05/2017 received after the date and time stipulated by 'NIC' and no extension of time will normally be permitted for submission of bids.
D	Overwriting without proper authentication is not permitted in filling up the bids and may entail rejection of the bids. No price variation/adjustment or any other escalation will be otherwise entertained.
E	The Bidder undertakes that in competing for the RFP and if the award is made to the Bidder in executing the contract, the Bidder will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
F	Canvassing about bids is strictly prohibited and bids submitted by Bidders who resort to canvassing are liable to be rejected.
	Any effort by a Bidder to influence NIC in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid and blacklisting from participation in future RFPs'.
G	Bidder must sign an Integrity Pact as provided in the RFP document, in original and the same should be submitted along with Technical bid as per the format provided
Н	NATIONAL INSURANCE CO. LTD. DOES NOT BIND ITSELF TO ACCEPT ANY QUOTATION/BID AND RESERVES THE RIGHT TO ACCEPT/REJECT ANY QUOTATION/BID WITHOUT ASSIGNING ANY REASONS THEREFOR.

## 2.6. GT&C – Deadline for submission of Bids:

- A Bids must be received by NIC at the specified address not later than the time and date specified in the **Section- Important Dates and Information**. In the event of the specified date for the submission of Bids being declared a holiday for NIC, the bids will be received up to the appointed time on the next working day.
- B NIC may, at its discretion, extend this dead-line for the submission of Bids, in which case all rights and obligations of NIC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### C Late Bids Any bid received by NIC after the deadline for submission of bids prescribed by NIC will be rejected and returned unopened to the Bidder.

## 2.7. GT&C – Modification of Bids:

A	The Bidder may modify its bid after the bid's submission, provided that written notice of the modification including substitution of the Bids is received by NIC prior to the deadline prescribed for submission of bids.
В	The Bidder's request for modification may be submitted by e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
С	No bid may be modified after the deadline for submission of Bids.

## 2.8. GT&C – Delivery Schedule:

Activity	Maximum Timelines
Establishment of 30 seater contact center with Basic Voice functionality in two languages – English and Hindi. The Contact centre should be integrated to the two Insurance platforms through the Middleware CRM for basic information availability to agents	
Additional 20 seats with 3 additional languages	T+ 20 weeks
Additional 30 seats with 3 additional languages	T+ 24 weeks
Additional 20 seats with 2 additional languages	T+ 27 weeks

\*T = Date of release of PO to vendor

## 2.9. GT&C – Place of Delivery

Since this is a Service that needs to be delivered to NIC, at premise of Managed Service Provider, the place of delivery would be the Location of MSP. However, MSP would have to intimate the Place of Delivery both Main Location and the Load sharing cum fallback location, to NIC prior to delivery. The places of delivery should have option to scale up during the contract period or Vendor must confirm to NIC on availability of 3<sup>rd</sup> site for expansion within the stipulated timelines. NIC may visit the Place of Delivery at his own expense pre- and post-delivery by the bidder.

## 2.10. GT&C - Delivery of documents: The Supplier shall furnish the following documents to 'NIC'.

### Original copies of:

A	Installation Certificates authenticated by 'NIC' officials
В	UAT documents authenticated by NIC officials
С	Standard Operating Procedures, authenticated by NIC, where applicable

### 2.11. **GT&C** - Terms and Document for Payment:

Payment will be made by the Head Office (HO), pertaining to the Solution delivered in respect of Volume-II to the various locations of the 'NIC' across the country.

A	Performance Bank Guarantee (PBG) of 10% of 'Contract Value' should be submitted by the successful Bidder, (as per format given in Volume-I <b>within 15 working days</b> of issue of Purchase Order).
	Failure to submit the PBG within the mentioned period may result in the cancellation of the Purchase Order and forfeiture of the EMD.
	Once this PBG i.e. 10% of 'Contract Value', in the form of Bank Guarantee is received by NIC, the EMD as Bid Security in respect of RFP/CC/05/2017 <i>will</i> be returned to the successful Bidder.
В	Payment in full for <b>each milestone</b> as defined in <b>Section-2.8</b> shall be released by HO against submission of the following:
	<ul> <li>Execution of Contract between NIC and Successful Supplier in respect of RFP/CC/05/2017 which will remain valid for the project period of 5 (five) years.</li> <li>A PBG of 10% of 'Contract Value in the form of BG valid for 5 years.</li> <li>Receipt of Installation Certificate, UAT documents (where applicable) duly signed and stamped by the Supplier as well as by 'NIC' officials, indicating completeion of that milestone</li> <li>Vendor to provide UAT format to NIC for approval prior to UAT.</li> <li>Invoice for the claim mentioning the milestone</li> </ul>
	<ul> <li>In case where delivery/installation is put on hold because of NIC requirements (which might include delay due to site not being ready or inability to provide downtime), services in respect of the Volume-II may be hot-tested (powered on, functionality checked, where applicable) at a location as mentioned by NIC. However, Supplier is responsible for final commissioning of services at the location as specified by NIC at a future date at no additional cost.</li> </ul>
С	No advance payment will be made by 'NIC'.

D	An Agreement/Contract between NIC, and the Supplier (as per format given in Volume-I) shall be executed within 15 working days of issuance of Purchase Order.
	Submission of Contract in respect of RFP/CC/05/2017 is a pre-requisite to be complied with, prior to release of payment.
E	All bids are to be submitted in Indian Rupees. NIC will make all payments in Indian Rupees Only.
F	All payments to the Supplier will be made by NIC through NEFT/RTGS Only.
G	The Bidder must accept the payment terms proposed by NIC. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by NIC. Any deviation from the proposed payment terms would not be accepted. NIC shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of NIC. If any of the services as mentioned in the price bid is not taken up by NIC during the course of the assignment, NIC will not pay the cost quoted by the bidder in the price bid against such services.
Н	There shall be no escalation in the prices once the prices are fixed and agreed by NIC and the vendors
1	The fees payable by NIC to Vendor shall be inclusive of all costs but excluding to service tax. NIC shall pay the amount due under this RFP and subsequent agreement after deducting any tax deductible at source ("TDS"), as applicable.
J	NIC shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.
К	Any objection / dispute to the amounts invoiced in the bill shall be raised by NIC within reasonable time from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), NIC will make payment within thirty (30) Working Days of the settlement of such disputes.
К	All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the FTE cost and the bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

## 2.12. Exchange Rate Variation Clause:

### **Exchange Rate Variation Clause**

Purchase of any additional component/item after one year from placement of first Purchase Order, would be linked to the ERV Clause. The conversion rate of US Dollar to Indian Rupees as on close of date of bid submission would be considered as the base rate. Any fluctuation (+ or -) 2% in the conversion rate as on the date of placement of additional purchase order, will be considered and benefit thereof will be passed on to either Supplier or NIC. Any effect of such fluctuation, on Taxes will also be considered.

Bidder should clearly indicate the percent of import content in their Commercial Bid, Annexure 10, which is in Indian Rupees.

### 2.13. Term of Contract:

The contractual period will be 5 years from the date of going live. NIC may consider extending the contract after completion of three years at its sole discretion and requirement. For this purpose, the FTE price shown for 4 and 5 year of Contact Centre services submitted by Service Provider while responding to this RFP, will be paid. However, there is no binding on NIC to necessarily extend the contract with the selected Respondent after three years.

### **Availability of Product and Spares**

A The product/configuration/solution/Services offered should be available during the validity of the project period of 5 years. The product/services/solutions offered should be available for at least 5 years from date of start of managed service. OEM's declaration to the effect to be produced by Bidder as part of Bid Submission Document

## 2.14. GT&C - Guarantee: The guarantee shall cover the following, where applicable:

### **Refer Compliance, Section-5**

And,

- a) Adherence to the Regulations of the Land with respect to Human Resources like Child labour, ESIS etc
- b) Adherence to all Telecom regulations applicable during the contract period
- c) Integrity pact and NDA
- d) Safety and Security measures of the Contact Center location and the Data being handled with respect to this RFP
- e) Apply all commercially viable measures to adhere to the SLA/OLA under this RFP.

## 2.15. GT&C – Managed Service Period:

A	Managed Service provider should ensure Managed Service is available for 5 years from the start of service. MSP should provide an undertaking with the bid to this effect.
В	The Supplier shall ensure Support services for the Solution under RFP/CC/05/2017, are as per details in the RFP.
С	If Supplier fails to adhere to SLA with in time frame as mentioned above, from the date of attending the call, then the Purchaser has the right to en-cash the Performance Bank Guarantee without endangering any provisions of warranty written or otherwise expressed and the concerned warranty will remain in full force.
D	Also refer Minimum Technical Specifications, Section-5 and Commercial Bid, Annexure- 10

## 2.16. GT&C - Copyright violations and Patent Rights:

- A The Supplier shall indemnify 'NIC' in respect of all suits, action claims or damages arising out of violation of any Patents or Copyrights, for any and all components of the Solution supplied by the Supplier in respect of the RFP/CC/05/2017.
- B The Supplier shall indemnify 'NIC' against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods and services, software package or any other part thereof in India.

## 2.17. GT&C - Standards:

The Goods/Solution (where applicable) supplied under contract shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned, it will be mutually agreed between the Supplier and NIC

## 2.18. GT&C - Satisfactory Performance:

The Supplier shall guarantee satisfactory performance of all Services to the specifications in the Purchase Order and further undertake to reimburse the Purchaser in respect of all payments made in pursuance of this Purchase Order and such other cost as may be decided by mutual consent or by arbitrator, if the services do not meet committed standards thus materially affecting performance of the systems.

## 2.19. GT&C - Change of Purchase Order:

'NIC' may at any time, by written order to the Supplier, make changes within the general scope of the Purchase Order. NIC will be free to reduce (by not more than 10% of the initial order qty) or increase the quantity/configuration/specifications of the items to be purchased/change place of delivery or installation, on the same terms and conditions.

## 2.20. GT&C - Performance Security

A Performance Bank Guarantee (PBG) of 10% of 'Contract Value in respect of RFP/CC/05/2017 in the form of BG valid for 5 years from the scheduled last date of installation should be submitted by the successful Bidder in favour of 'NIC' along with the signed Contract (as per format given in Volume-I) within 15 working days of issue of Purchase Order.to Head Office of 'NIC'.

Failure to submit the PBG within the period may result in the cancellation of the Purchase Order and forfeiture of the EMD.

B In case of violation of any of the conditions during the Contract Period in respect of the Contract under RFP/CC/05/2017, the Performance Bank Guarantee as aforesaid may be invoked by 'NIC'.

## 2.21. GT&C - Cancellation Clause:

If the Goods/Solution is not delivered, installed, integrated within the scheduled time period as mentioned in Purchase Order, National Insurance Company Limited reserves the right to invoke the PBG furnished by the Supplier favouring 'NIC' and cancel the contract thereafter.

## 2.22. GT&C - Delays in the Supplier's performance:

- A Delivery of the Services with required performance levels shall be made by the Supplier in accordance with the time schedule mentioned in the Purchase Order.
- B Any delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable for imposition of liquidated damages, and/or termination of the Contract for default, besides encashment of the PBG.
- C If at any time during the performance of the Contract, the Supplier should encounter the conditions impeding the timely performance of the services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance in which case the extension shall be recorded by the parties.
- D Any delay by the Supplier in the performance of its service obligations, other than the delay which occurs due to reasons beyond the Supplier's control, shall render the Supplier liable for termination of the contracts for default. Any incidental taxes and levies on account of delay in performance caused by Supplier shall be on the Supplier's account.

# 2.23. GT&C - Service Level Agreement Compliance, Liquidity Damage and Penalties

### Service Level Agreement

The Key SLAs that need to be captured by the systems and the related compliance clauses are as under:

### Penalty for delayed implementation

The proposed contact Centre shall commence operations within 90 calendar days and complete set up of operations within 170 calendar days from the offer date of the Letter of Intent/Purchase Order. The successful bidder must strictly adhere to the delivery dates as indicated in this RFP for operationalization of the proposed contact centre. Failure to meet the delivery dates, unless it is due to reasons entirely attributable to the NIC, may constitute a material breach of the Bidder's performance.

As a deterrent for delays during implementation, NIC may levy penalties for delays attributable to the successful bidder. The reasons like non-familiarity with the site conditions, NIC applications and/ or existing IT infrastructure will not be considered as a reason for delay.

Penalty based on following table will be levied for delay in meeting the delivery date -

Delay (Calendar Days)	Penalty
Up to 2 Weeks	1% of projected outflow for 1 <sup>St</sup> year
2 – 4 Weeks	2% of projected outflow for 1 <sup>ST</sup> year
4 – 6 Weeks	3% of projected outflow for 1 <sup>St</sup> year
6 – 8 Weeks	4% of projected outflow for 1 <sup>St</sup> year
>8 Weeks	5% of projected outflow for 1 <sup>St</sup> year

A cap of 5% of the Projected Outflow would be reserved as penalties against any delay in meeting milestones.

### Average Handling Time (AHT) or Average Talk Time (ATT) -

AHT is defined as the duration from the moment the agent picks up the call till the end of the conversation and after call work.

It will be NIC's endeavour to constantly improve the AHT associated with different call / query types. For the first 6 months, a baselining of the AHT will be created based on call tagging/ACD reports/call evaluation or any other appropriate measurement technique (in consultation with the Service Provider). Thereafter, this will form a key SLA where in the Service provider will be expected to improve the AHT for different call / contact types quarter by quarter.

The Service Provider will be expected to provide a continuous improvement Plan for AHT reduction including but not limited to better agent training, moving calls to self-service channels, process improvements to ensure call avoidance, faster system navigation/ screen refresh etc. to ensure a lower handle time.

The NIC reserves the rights to revise the AHT limits from time to time in consultation with the Service Provider. In the first year of operations, the NIC will meet the Service Provider at the end of every quarter to compare the current AHT against the observed AHT for every category of call and revise the AHT of different call categories, based on the observations. However, in the subsequent years of operations, the NIC will execute this exercise only at its discretion.

### System Availability

Availability is defined as the amount of time, if a customer had called; his call would have been attended to by an Agent at the Contact Centre. It excludes any and every form of downtime which might prevent a caller's call from being answered.

Objective		To ensure than not	at the period in which no customer could have been serviced is		
Definition		This is measured as Total down time minutes / Total minutes in a month. For example, if there were 2 hours in July when a customer's call could not have been answered, availability will be			
Data Capture		Centre. Period of non-	ability should be captured by the IT systems at the Contact -availability should be clearly split by causes i.e. power failure, wrtime, telecom link failure, manpower failure, hardware		
Measurem	Measurement		Daily		
Reporting	Period	Monthly			
	Servi				
SI. No.		n ability ∋formonth	Penalty		
1	1 >= 99.70%		Nil		
2 > 99% but < 99.70%		but < 99.70%	1% of monthly billed amount		
3 >= 98% but < 99%		% but < 99%	2% of monthly billed amount		
4 < 98%			4% of monthly billed amount		
5 <95%			7% of monthly billed amount		
6 <90%			10% of monthly billed amount		

While the overall system availability needs to be >=99.7%, frequency of downtime and duration of downtime will also need to be monitored and reported.

### Call Answer / Call response time

Objective	To ensure that more than 85% of calls requesting to speak with an Agent are
Definition	This is measured as the waiting time in Automatic Call Distributor (ACD) queue after pressing prescribed digit to talk to the Agent but before being answered by the Agent.
Data Capture	This will be captured from the time the customer has keyed the relevant number in the IVR option menu, for speaking to an Agent.
Measurement	Half hourly interval

Reporting Period Daily				
Serv	Service Level			
S.	S. Percentage of calls attended		Penalty	

No.		
1	>= 85% calls attended within 15seconds	Nil
2	< 85% calls attended within 10 seconds	5% of monthly billed amount
3	Even if overall 85% response time is achieved in a month, but in case there is huge shortfall (<70%) in response time in more than 8% of half hour intervals. E.g t h a t is, <70% calls attended within 15seconds, for more than	5% of monthly billed amount

For different customer segments or call types handled by different skilled agents, the NIC at its sole discretion may change the above standard. E.g.

- Calls handled by CSA: 75/20(that is, 70% of calls requesting to speak with an Agent are attended to within 3 0 seconds)
- Calls handled by Voice CSE 80/20(that is, 80% of calls requesting to speak with an Agent are attended to within 20 seconds
- Calls handled by Sr CSA: 85/15(that is, 85% of calls requesting to speak with an Agent are attended to within 15 seconds)

The SLAs will be accordingly modified for the different skilled agents.

### Call abandonment rate (on ACD)

Objective		To ensure that no more than 3% of calls requesting for an Agent go		
Definition		This is measured as: Number of calls abandoned on ACD (excluding call		
Data Capture		The number of calls requesting for agents and the number of calls which		
Measu	irement Interval	Daily		
Report	ting Period	Monthly		
Service Level				
S. No	Percentage of calls abandoned		Penalty	
1	< 3%		Nil	
2	Between 3%-5%		1% of monthly bill value	
3	Between 5%-8%		3% of monthly bill value	

4	>8%	5% of monthly bill value
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### 2.24. Call/ Contact abandonment rate (on IVR)

Objective	To ensure that no more than 5% of calls on IVR get abandoned without execution of a single function. This SLA will also help to ensure that menus/content on IVR are appropriately designed so that it does not take too long for the customers to be self- serviced through IVR	
Definition	This is measured as: Number of calls which were abandoned on IVR without	
Data Capture	The number of calls that reached IVR and the number of calls which were abandoned on IVR without execution of a single function, both, would need to be captured.	
Measurement	Daily	
Reporting	Monthly	

Serv	Service Level		
S. No	Percentage of calls abandoned	Penalty	
1	<5%	Nil	
2	Between 5%-10%	3% of monthly bill value	
3	>10%	5% of monthly bill value	

## 2.25. Call/Contact Quality Score

Objective	To measure the quality of calls being handled by the agents and ensure that certain standards are adhered to during the calls with respect to quality of information provided, diction, language, politeness etc.
Definition	This is measured by scoring a random sample of calls on pre-defined parameters as per
Data Capture	The Contact Centre needs to have a call (voice & screen) logging facility to record all the different calls/contacts that have been handled by the agents. A random sample of these calls/contacts will then be graded by the Service Provider's/NIC's call quality audit team against pre-decided parameters. For every agent, 20 calls must be monitored per month. For agents with low scores, a higher number of calls will need to be monitored.
Measurement Interval	Daily
Reporting Period	Monthly

Servic	Service Level		
S.No.	Score on Call quality	Penalty	
1	>90%	Nil	
2	Between 85% to 90%	5% of monthly billed value	
3	Between 75% to 85%	7.5% of monthly billed value	
4	< 75%	10% of monthly billed value	
		At any point in time, agents with consistently less than 70% quality score (for 3 months) should be removed from the process after taking them through a performance improvement plan	

Objective	<b>To ensure that</b> the agent is available 85% of total time to handle anv
Definition	The total percentage of time when agent is working on the calls to the total time agent is logged in
Data Capture	Occupancy % = (Talk time+ Wrap time)/Agent logged in time
Measurement Interval	Daily

### Occupancy: in percentage terms.

Reporting Period		Monthly
Serv	Service Level	
S. No	Percentage of calls abandoned	Penalty
1	>85%	Nil
2	Between 80%-85%	6% of monthly bill value
3	<80%	10% of monthly bill value

[ ]	
Objective	To ensure that issues are resolved first time in the Contact Centre.
Definition	This is measured as: Number of calls in which issue was resolved in the first call itself/Number of calls handled;
Data Capture	To measure this, a SMS will be sent to a random sample of customers. For e.g. every 5th customer who calls. This sample shall be dynamically defined by the NIC. Through this SMS, the customer will be requested to confirm whether his/her issue was resolved or not, to which the customer will respond with either a 'Yes' or 'No'. In case the customer does not respond to the SMS, it will be assumed that the issue has been resolved. In case the customer responds with a 'No', an outbound call will be made to the respective customer to resolve their issue. Once the issue has been resolved, it will be updated accordingly on Service Provider's CRM. Measure: Number of customers replied Yes or no reply/Number of SMS sent over a period of time, the process for capturing FCR may change and be linked to call tagging / tracking repeat calls / automated through CRM etc and the measurement& reporting methodology will change accordingly of this key SLA.
Measurement Interval	Daily
Reporting Period	Monthly

## 2.26. First Time Resolution

Service Level		
S. No.	% of calls resolved first time	Penalty
1	>95%	Nil
2	Between 90% to 95%	2% of monthly billed value
3	Between 85% to 90%	5% of monthly billed value
4	< 85%	10% of monthly billed value

Objective	To ensure the ordered number of Agents are provided by Service Provider for
Definition	This is measured by tracking the total number of Agents who are present at the
Measurement	Daily
Reporting Period	Daily

### 2.27. Short Logins for outbound calls

Serv	Service Level		
S No.	% of total Agents present on any day	Penalty	
1	> 99%	Nil	
2	Between 90% to 99%	2% of daily billed value	
3	Between 80% to 90%	5% of daily billed value	
4	Between 70% to 80%	20% of daily billed value	
5	Between 50% to 70%	50% of daily billed value	
6	< 50%	100% of daily billed value	

### 2.28. Penalty for man-power requirements

NIC will also levy penalty in case the manpower profiles are not maintained as per NIC's requirement specified in or ratio of team structure is not maintained as given in this document. The penalty structure shall be of 2 types:

• The personnel do not meet the minimum qualifications as laid out by NIC for their designation/profile.

For assessing this requirement, the NIC may conduct periodic sample checks of the Agents at any time of the month. If any personnel are found to be not qualified, during the sample check, as per NIC's guidelines, 1% of the monthly amount payable for that month will be deducted. If more than 20% of the personnel are found to be not meeting the criteria during the sample check, 5% of the monthly amount payable for that month will be deducted.

> The ratio of the team structure must be maintained as laid out by the NIC

If the number of Sr. CSAs is short by more than 4% at any point of time during the month, 1% of the monthly amount payable for that month will be deducted. If the number is short by more than 8%, 3% of the monthly amount payable for that month will be deducted and if the number is short by more than 10%, 5% of the monthly amount payable for that month will be deducted.

If the number of TLs & AMs is short by more than 4% from the number stipulated as per NIC's required ratios, 6% of the monthly amount payable for that month will be deducted. If this number is short by more than 10, 3% of the amount payable for that month shall be deducted.

If the number of other team is not as per the NIC's required ratios, then NIC will charge the penalty in following as per following formula = 3XSr. CSA FTE monthly cost X no. of shortage

Example – If 2 Quality team member are not provided by Service Provider and the per month FTE cost is Rs. 30000 then penalty amount = $3 \times 30,000 \times 2 = 1,80,0000$ 

### 2.29. Key Performance Indicator (KPI) Parameters

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

Unlike SLAs, these KPIs shall not be linked to commercial penalties, but the Service Provider is expected to maintain and ensure that its performance on these parameters is acceptable. In the quarterly review meetings, the NIC and Service Provider shall jointly take decisions regarding acceptable performance, on different KPIs. The NIC may also decide on additional KPIs that would need to be monitored by the Service Provider and such additional KPIs will be provided by the Service Provider and monitored without any extra charges.

### 2.30. IVRS Efficiency (% of calls disposed of successfully at IVR)

Objective	To measure % of calls that are successfully disposed off by the IVR System. This is to track if appropriate capacity of IVR ports and quality of content is in place to achieve maximum successful disposal rate at IVR. The aim is to move regular calls from agent handled channels to self-service channels.
Definition	This is measured as: Number of calls satisfactorily disposed off at IVR / Total number of calls reaching IVR. The calls considered disposed off at the IVR are the calls that are ended at a defined level in the IVR menu and which do not request for talking to the operator.
Data Capture	The number of calls satisfactorily disposed off at IVR and the total number of calls
Measurement Interval	Daily
Reporting Period	Monthly
Desired Level	>50%; This is expected to increase year on year by at least 5%;

### Average time taken for a customer to be disposed off at IVR

Objective	It is a measure to ensure that the IVR menus/content is appropriately designed so	
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Definition	This is measured as the time it takes for the customers to be successfully serviced
Data Capture	This is measured from the time the customer reaches IVR to the time the customer is successfully disposed of from IVR (only for those calls in which the customer chooses to be serviced from IVR itself by keying in the required menu
Measurement Interval	Daily
Reporting	Monthly
Desired level	> 90% calls to be disposed off within 45 seconds to final service button press

## 2.31. Call handling efficiency of agents managing outbound calls:

Objective	To measure the efficiency of agents in making outbound calls.
Definition	<ul> <li>This KPI measures the efficiency of operators in making outbound calls in terms of average:</li> <li>Number of calls made by an agent per day</li> <li>Talk time taken to complete calls</li> </ul>
Measurement Interval	Daily
Reporting Period	Monthly
Desired Level	>120 completed calls per agent

## 2.32. Fatal Error:

Component	Explanation of Component
Definition	The percentage of total contacts, wherein an error occurs in delivering Contact Centre specific services which is totally unacceptable, primarily due to the behaviour of the Agent, which might lead to total dissatisfaction of caller or misleading the caller due to providing of wrong information.
Requirement	Throughout the uptime of Contact Centre except for scheduled downtime for scheduled maintenance or when the NIC's system is down for whatever reason
Measurement Range	Low = 0%; High = 0.25%
Compliance	< 0.25%
Frequency	Monthly

Calculation Formula	Monthly, by taking <1% of daily activities and scanning for fatal error in each of the documented processes and procedures. The sampling should be divided over the various functional areas. Number of calls where fatal error occurred /sample size = Service Level Attained
Data Sources	Listening to voice calls from the log by the vendor's quality assurance team / NIC's team or / and system report.

#### **Forecast Accuracy**

Component	Explanation of Component	
Definition	The percent variance between the contacts forecasted and the contacts actually received	
Requirement	To have an accurate prediction of the expected workload so as to deliver efficient, consistent service and achieve high levels of	
Component	Explanation of Component satisfaction	
Measurement Range	Difference between forecasted and actual;) Forecast – Actual)/(Actual(	
Compliance	< 5%	
Frequency	Reported for every Half hourly interval level and Monthly	
Calculation Formula	)Forecast – Actual)/(Actual (for every half hour interval	
Data Sources	Workforce management system, Internal reports	

#### Non-voice channels

For non-voice channels like emails, web chats, video chats, social media management etc, the following metrics would form the KPIs initially.

Once the process is established and stabilized (within 90 days of going live), working jointly with the Service

Provider, SLAs will be established to ensure high customer satisfaction and efficient functioning.

Component	Explanation of Component         To ensure high levels of customer satisfaction to interactions through various channels         Customer satisfaction measured at the end of the contact (measured in %) (either through survey or self-select by the	
Objective		
KPI1		

KPI 2	First Contact Resolution (measured in %)
КРІ З	Average Response Time (measured in seconds for web chat / video chat; Measured in hours for email)
KPI 4	Average Handle Time (measured in seconds)
KPI 5	Call handling efficiency of agents

## 2.33. Reporting Tool to calculate Performance Parameters

The Service Provider shall generate standard reports including reports to verify KPI & SLA parameters. In addition, they should also be capable of generating customized reports / MIS as per the NIC's requirement. Reports should also be available in web enabled format & should be configurable to be e-mailed to a defined mailing list.

The report format shall be flexible and shall be available either in xls, txt or any other user-friendly structure including graphics depending on the request of the NIC from time to time.

MIS portal access should be provided to NIC's team posted at Contact Centre and Central Monitoring

#### Team at Mumbai or any other location specified by NIC.

Service Provider will provide a relevant tool to calculate performance parameters, the results of which may be vetted by the NIC independently. In case, any inaccuracy is found in the results of the tool for any parameter, the NIC may consider levying maximum penalty for that parameter.

If Service Provider is not able to provide the required MIS for calculation of a specific SLA as per NIC's satisfaction then NIC's will charge the maximum penalty applicable in that SLA till the Service Provider is not able to provide the require MIS.

The Service Provider shall be responsible for deployment of systems that would capture all MIS and data regarding the Contact Centre that would be requested by the NIC. Any new MIS requirements by the NIC shall be carried out and met within 15 days and any exceptions to be mutually agreed.

## 2.34. Overall Penalty:

While the Vendor will make every attempt to meet all the service levels from the date of going live, to allow for stabilization of processes, the NIC, at its sole discretion, will implement the penalty structure after 3 months of going live.

After the initial baselining of SLAs, the NIC will review the SLAs and at its sole discretion, will establish benchmarks to improve efficiency and performance of the Contact Centre. The NIC, at its sole discretion, may add/reduce/modify the SLAs to be implemented.

The above SLAs are focused on inbound calls. The NIC in consultation with the Vendor, will introduce suitable SLAs for all other contacts being serviced at the Contact Centre.

The overall cap on monthly penalty of all SLAs shall be levied up to a maximum of 20% of monthly bill amount. However, if the maximum penalty limit is reached continuously for 2 billing months, then the penalty for the third month shall be levied at actuals or 25% of the monthly billed amount whichever is lower. To encourage better performance, the cap on monthly penalty shall be restored to 20% of the monthly billing amount if there is improvement in the performance under SLA parameters in the subsequent two months.

The method for calculating penalty shall be as under:

While calculating penalty for the current month, the penalties levied for the previous 2 months shall be considered and if they are at maximum limit of 20% of monthly bill amount, then the penalty cap shall be increased to 25% of monthly bill amount and the penalty shall be levied at actuals or 25% of monthly bill amount whichever is lower.

#### Claw back:

National Insurance Company Ltd.

The Service Provider will be entitled to claim back the penalties deducted under a category for a month by continuously improving performance under that category to above SLAs prescribed, for two successive months. Any claim made by the Service Provider will be limited to that respective financial year only. In any case, the aggregate of such claw-back will not exceed the balance of penalties yet to be reclaimed through claw-back mechanism.

#### Penalty and Liquidated Damages:

The NIC will consider the inability of the Respondent to deliver the manpower and other deliverables as per scope of this RFP and proposed Agreement within the specified time limit, as a breach of Contract and would entail the payment of penalty on the part of the Respondent. The penalty and liquidated damages represent an estimate of the loss or damage that the NIC may have suffered due to delay in performance of the obligations (relating to delivery, implementation and Training etc) by the Respondent.

If the Respondent fails to deliver or perform the Services within the time(s) specified in subsequent Contract, the NIC shall without prejudice to its other remedies under the Contract deduct from the Contract Price, as penalty, a sum equivalent to 0.5% of the complete contract amount until actual delivery or performance, per week or part thereof.

If the successful bidder fails to complete the due performance as per subsequent Agreement, NIC reserves the right to terminate the contract and recover Liquidated Damages 2% of contract value.

Both the above penalty as well as liquidated damages are independent of each other and are applicable separately and concurrently in addition to the termination of the contract if found desirable by the NIC.

#### Set-off:

Without prejudice to other rights and remedies available to NIC, NIC shall be entitled to set-off or adjust any amounts due to NIC under this RFP and subsequent agreements from Respondent against payments due and payable by NIC for the services rendered, beside the amount of penalty and Liquidated damages. The provisions of this Clause shall survive the termination of this Agreement.

#### **Other Conditions:**

- A In case Services are not fully completed within stipulated period, Liquidated Damage condition shall be invoked if such delay is not attributable to "Force D' Majeure".
- B NIC reserves the right to extend the Time, where the delay is due to NIC responsibility.

## 2.35. **GT&C** – Resort to Liquidated Damages:

In the event the Purchaser terminated the Contract in whole or in part, the Purchaser shall:

A Encash the PBG/not refund the performance security amount.

B Deduct Liquidated damages as specified in respective Clause/s

C May procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and/or not performed, and the Supplier shall be liable to the Purchaser, for any excess costs **up to a maximum value of 15% of the Contract Value**, for such similar Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

## 2.36. GT&C - Termination on Insolvency:

The agreement can be terminated by giving written notice to the Supplier, without compensation to them if:

A The Supplier becomes bankrupt or is otherwise declared insolvent;

B The Supplier being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.

## 2.37. **GT&C** – Termination for Defaults:

The Purchaser may, without prejudice to any other remedy for Breach of the Contract, by written notice of 30 days of default to the Bidder, terminate the Contract in respect of Volume-II in whole or in part;

A	If the Supplier fails to render services within the time period(s) specified in the Contract or any extension period thereof granted by the Purchaser, or
в	If the Supplier fails to perform any other obligations under the Contract
С	All payments due to the Supplier till the effective date of termination may be made by NIC within 60 days of such written notice of termination, subject to applicable penalties, <b>Section-2.34</b> .

## 2.38. GT&C – Income/Corporate Taxes:

- A The Supplier shall be liable to pay all the Corporate Taxes, and the Income Tax, that shall be levied according to the laws and regulations applicable from time to time in India.
- B Wherever the laws and regulations require deduction of such taxes at the source of payments, the Purchaser shall affect such deductions from the payment due to the Supplier. The remittance of amounts as deducted and issuance of Certificate for such deductions shall be made by the Purchaser as per the regulations in force. Nothing in the Contract shall relieve the Supplier from their responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of the Contract.

C The relevant deduction certificate shall be provided to the Supplier within 90 days of deduction at source.

## 2.39. GT&C - Taxes and Duties:

A Supplier will be entirely responsible for making the payments in respect of all taxes, stamp duties, fees, etc. regarding delivery of service at site/s including taxes and levies to be charged regarding

incidental services etc. For procurement of way-bill, necessary arrangement shall be made by bidder. Service Taxes will be payable as per rules prevalent at the time of submission of bid response.

B However, Only Octroi and Entry tax if any; payable at the place of delivery will be reimbursed by NIC subject to production of original receipt.

## 2.40. GT&C - Clarification of Bids:

- A To assist in the examination, evaluation and comparison of bids the Purchaser may, at their discretion, ask the Bidder for clarification of the bid.
- B Bidder should send their queries, if any, through e-mail to <u>ds.pente@nic.co.in</u>, CC to <u>ranadhir.dey@nic.co.in</u> on or before the stipulated date and time. Bidders should submit the queries only in the format given in the RFP and in xls/xlsx format. Queries which are not in the format specified in the format will be ignored. Bid is liable for disqualification in case of deviation. No query / suggestions will be entertained after the opening of Commercial offer.

Clarifications will be published only in NIC's Corporate Website <u>www.nationalinsuranceindia.com</u>. No other modes of communication will be used.

## 2.41. GT&C - Contract with NIC:

The successful Bidder will have to enter into a contract with National Insurance Company Ltd. within 15 working days of issue of Purchase Order in respect of RFP/CC/05/2017. The format of the Contract is attached in Volume-I. Failure to enter into Contract may result in cancellation of the Purchase Order/s and forfeiture of EMD/PBG.

## 2.42. GT&C – Contract Amendment:

No variation in the satisfaction of the terms of the Contract shall be made except by the written amendment agreed and signed by the parties.

- A If the Supplier fails to render services within the time period(s) specified in the Contract or any extension period thereof granted by the Purchaser, or
- B If the Supplier fails to perform any other obligations under the Contract

## 2.43. **GT&C** – Limitation of Liability:

Supplier's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to (1) the infringement indemnity; or (2) bodily injury (including death) and damage to real property and tangible personal property caused by Supplier's negligence. Supplier shall not in any event be liable for any indirect or consequential damages, or for loss of profit, business, revenue, goodwill, anticipated savings or data, or third-party claims except with respect to bodily injury (including death) and damage to real and tangible personal property for which Supplier is legally liable. For the purposes of this **Section**, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by NIC on the Bidder under this project.

## 2.44. GT&C - Governing Language:

The bid prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be in any another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

## 2.45. GT&C - Applicable Law:

The contract shall be interpreted in accordance with the Indian laws.

## 2.46. GT&C - Notices:

Any notice by one party to the other pursuant to the Contract shall be sent in written format by fax/email and confirmed in writing to the address specified for that purpose in the Contract.

## 2.47. GT&C – Indemnity:

- А The Supplier shall, at its own expense, defend and indemnify NIC against all third-party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by Supplier. Supplier will provide infringement remedies and indemnities for third party products, on a pass-through basis. The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If NIC is required to pay compensation to a third party resulting from such infringement, the Supplier shall be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally awards, in the event of the matter being adjudicated by a court or that be included in a Supplier approved settlement. NIC will issue notice to the Supplier of any such claim without delay and provide reasonable assistance to the Supplier in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The Supplier shall also reimburse all incidental costs, which NIC incurs in this regard. In the event of the Supplier is not fulfilling its obligations under this clause within the period specified in the notice issued by NIC, NIC has the right to recover the amounts due to it under this provision from any amount payable to the Supplier under this project. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.
- B In the event of the Supplier not fulfilling its obligations under this clause within the period specified in the notice issued by NiC, NIC has the right to recover the amounts due to it under this provision from any amount payable to the Supplier under this project.
- C The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this agreement.

## 2.48. GT&C - Right of Selection, Product, Service and Quantity:

NIC reserves the right to place Order for the entire, less or more quantity of the products and/or services to be procured through the RFP. NIC also reserves the right to place order for only selected products and/or services as specified in RFP/CC/05/2017.

## 2.49. GT&C - Assignment:

The Supplier shall not assign in whole or in part, the obligations to perform under the contract in respect of RFP/CC/05/2017, except with Purchaser's prior written consent.

## 2.50. GT&C - Sub-contractor:

The Supplier shall obtain consent of the Purchaser in writing of all Sub-Contracts (if any) to be awarded under the Contract in respect of RFP/CC/05/2017, that is not already specified, in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

## 2.51. GT&C - Force De Majeure:

- A Notwithstanding the provisions contained herein the Supplier shall not be liable for liquidated damages or termination for default, if and to the extent that its' delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force De Majeure.
- B For the purpose of this clause "Force De Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser, in the contractual capacity, wars or revolution, fires, floods, epidemic, quarantine restrictions and freight embargoes.
- C If a Force De Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing the Supplier shall continue to perform their obligations under the Contract as far as reasonably practical, and shall adopt all reasonable alternative means for performance not prevented by Force De Majeure clause.

## 2.52. GT&C - Termination for Convenience:

A	The Purchaser may by written notice of 60 days sent to the Supplier terminate the Contract, in whole or in part, any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated and the date on which such termination becomes effective.
В	The Purchaser may purchase the ordered goods that are complete and ready for installation after the Supplier's receipt of notice of termination at the Contract terms and prices. For the remaining goods and services, the Purchaser may elect:
B.1	To have any portion completed and delivered at the contract terms and prices; and/or
B.2	To cancel the remainder and pay to the supplier an agreed amount for partially completed goods and services and for materials and parts previously procured by the Supplier.
B.3	All payments due to the Supplier till the effective date of termination may be made by NIC within 120 days of such written notice for termination.

## **2.53. GT&C** - **Obligation**:

The entire responsibility of the Delivery, Installation, and Integration, Commissioning, Support, Maintenance and Warranty/AMC and all related activities in respect of RFP/CC/05/2017 lies with the Supplier on whom the Purchase Order is placed and with whom the Contract is signed. The Supplier would be responsible and bear the additional cost (if any), incurred by the Purchaser on account of the above-mentioned obligations.

## 2.54. **GT&C** – Compliance with Terms and Conditions:

The Bidder will comply with all the terms and conditions given in this Master Document and RFP/CC/05/2017.

#### 2.55. GT&C – Acceptance of Terms:

The Bidder will, by responding to RFP/CC/05/2017, be deemed to have accepted the terms of the RFP/CC/05/2017 and the Master Document.

## 2.56. GT&C - No Legal Relationship:

No binding legal relationship will exist between any of the Bidders and NIC, until execution of Contract.

#### 2.57. GT&C – Compliance with NIC's Information Security Policy/ies:

Prior to Supplier deploying any of it Personnel or engaging any person to perform Services for NIC; the Supplier shall, at a minimum, with respect to each such Personnel comply with NIC's Information security policy/ies (ISP/s), as may be amended from time to time. Supplier hereby acknowledges that it has received a copy of the current ISP/s simultaneously with the execution of this Agreement. Supplier shall not assign any Personnel to perform the Services under this Agreement who does not comply with the provisions of the ISP/s. NIC shall have the right to audit Supplier's books and records/facilities / location / places prepared or kept about the Services at all reasonable times and places to ensure compliance with the ISP/s, to the extent applicable.

## 2.58. GT&C – Risk Title:

The Risk, Title, Ownership of the products matching the Technical Specifications as in Volume-II and delivered by the Supplier following issuance of Purchase Order, shall be transferred to NIC upon delivery and receipt by authorized official of NIC. Supplier should ensure that such Receipt is signed, stamped and dated, at respective location of delivery.

## 2.59. GT&C - Confidentiality and Non-Disclosure:

Supplier and the Purchaser shall each, when acting in the capacity of a Receiving Party: (i) keep confidential, all Confidential Information disclosed by the Disclosing Party, during the Term of this Agreement and for a 5 year period following the termination of this Agreement; (ii) use the Confidential Information disclosed by the Disclosing Party solely in connection with performing its obligations or exercising its rights and not otherwise for its own benefit or the benefit of any third party; and (iii) not disclose the Confidential Information disclosed by the Disclosing Party, Supplier Group Company, or Purchaser Group Company to any authority, statutory or otherwise to whom disclosure of Confidential Information is necessary for performance of obligations or exercise of rights in connection with this Agreement.

Receiving Party shall ensure that each person to whom it discloses Confidential Information complies with confidentiality provisions no less onerous than those contained in this **Section**, and will remain liable for any disclosure of Confidential Information by each such person as if it makes such disclosure.

Receiving Party shall, on the Disclosing Party's request, destroy, erase or deliver to the Disclosing Party all the Disclosing Party's Confidential Information, save where the retention of such Confidential Information is necessary to comply with Applicable Law or otherwise for the other Party to exercise its rights or receive benefits due under this Agreement.

Supplier and the Purchaser both agree that the provisions shall not apply to any information which the Receiving Party can prove: (i) is or becomes public knowledge other than by breach of this **Section**; (ii) was in the possession of Receiving Party without restriction in relation to disclosure before the date of receipt from Disclosing Party; (iii) is received from a third party who lawfully acquired it and who was under no obligation restricting its disclosure; or (iv) was independently developed, without access to any Confidential Information disclosed by the Disclosing Party.

Supplier and the Purchaser both agree that these provisions shall not apply so as to prevent disclosure of Confidential Information by the Receiving Party to the extent that such disclosure is required to be made by any authority of competent jurisdiction or by any Applicable Law, provided that the Receiving Party: (i) gives the Disclosing Party reasonable formal written notice (provided that this is not in contravention of Applicable Law), prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order; and (ii) uses reasonable endeavours to obtain prior to the disclosures, written assurance from the applicable entity that it will keep the Confidential Information confidential.

## 2.60. GT&C - Arbitration Clause:

If any dispute or difference shall arise, such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to such the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the Contract that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

# 2.61. GT&C - Format of Contract between successful Supplier and National Insurance Company Limited (NIC) \*\*\*\*\*

FORMAT FOR CONTRACT BETWEEN SUPPLIER AND NATIONAL INSURANCE COMPANY LIMITED (NIC)

THIS Memorandum of Understanding/Agreement is made on this \_\_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_ BETWEEN M/s. \_\_\_\_\_\_ and carrying on business at \_\_\_\_\_\_ (hereinafter referred to as "SUPPLIER" and shall include its heirs, successors or permitted assigns) of the First Part and NATIONAL INSURANCE COMPANY LIMITED, a Company registered under the Companies Act, 1956 having its registered Head Office at 3, Middleton Street, Calcutta – 700 071 (hereinafter referred to as "PURCHASER" and shall include its heirs, successors or permitted assigns) of the Second Part.

WHEREAS the Vendor is in the business of providing Managed Services, being party of the Second Part herein.

AND WHEREAS the Purchaser intends to Procure Managed Services and has explained to the Supplier the purposes and uses for which the procurement is being made.

AND WHEREAS the Supplier has assured that the Solution/Services in respect of a and b as mentioned above which they would provide would be fit for the purposes of the Purchaser and has been agreed to relieve the "PURCHASER" from the Principle of "CAVEAT EMPTOR" being the Purchaser is a mere consumer hereby it is better to rely on SUPPLIER as to the fulfilment of the purpose/s of the purchase/procurement and/or installation and maintenance.

AND WHEREAS the Purchaser invited bids from Bidders for submitting bids for supply of all the items mentioned in the Purchaser's Invitation in the Master Document and in RFP No. **NIC/IT/RFP/CC/RFP/05/2017**, containing broad terms and conditions, for the supply, installation, commissioning, maintenance etc. as detailed in the RFP document.

AND WHEREAS the Supplier submitted a bid and bids were submitted by some other Bidders.

AND WHEREAS out of the several bids when opened the Purchaser found the price quoted by the Supplier for **NIC/IT/RFP/CC/RFP/05/2017** to be eligible to be awarded the contract.

AND WHEREAS the Purchaser would place orders on the Supplier for the purchase as mentioned in the Master Document, RFP No. **NIC/IT/RFP/CC/RFP/05/2017** and in the bid/offer Papers on the terms, conditions and specifications mentioned therein and in the Purchase Order issued on \_\_\_\_\_\_20\_\_\_.

AND WHEREAS the parties herein intend to set out the terms and conditions for such purchase and maintenance and matters connected therewith and to define the mutual rights and obligations of the parties herein.

NOW THESE PRESENTS WITNESSETH and the parties herein agree as follows:

1. Scope:

The Master Document, RFP No. **NIC NIC/IT/RFP/CC/RFP/05/2017**, and the bid/offer documents will form part of and shall be deemed to have been incorporated in these presents but in case of any conflict between any term in the said documents and in these presents the term of these presents will have overriding effect and the said documents have to be read and will have effect subject to these presents.

2. Resolution of Disputes: Insert Section- 2.60

 Prevention of Corruption: Each Party shall comply with all Applicable Laws relating to bribery and corruption and shall not do, or omit to do, any act that will cause the other Party to be in breach of any such Applicable Law, and in doing so: (i) shall not give or receive any bribes, including in relation to any public official; and (ii) shall maintain an effective antibribery compliance regime, that monitors compliance and detects violations.

2. Notices:

For the purpose of all notices, the address of the Supplier and the Purchaser shall be those given in the beginning of these presents.

As the Purchaser's Registered Head Office is situated within the Jurisdiction of the High Court at Calcutta all disputes and differences are subject to the Jurisdiction of The Calcutta High Court.

3. Compliance with Terms and Conditions:

The Supplier will comply with all the Terms and Conditions given in this Master Document, RFP No. NIC/IT/RFP/CC/RFP/05/2017 and bid Offer.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED SEALED AND DELIVERED FOR \_\_\_\_\_

By the hands of Shri/Smt.\_\_\_\_\_

In presence of Shri/Smt.\_\_\_\_\_

In presence of Shri/Smt.\_\_\_\_\_

SIGNED SEALED AND DELIVERED FOR 'NIC'

By the hands of Shri/Smt.\_\_\_\_\_

In presence of Shri/Smt.\_\_\_\_\_

In presence of Shri/Smt.\_\_\_\_\_

## 2.62. Format for Integrity Pact

National Insurance Company Ltd.

#### INTEGRITY PACT BETWEEN

National Insurance Company Limited (NIC) hereinafter referred to as "PURCHASER" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns) AND

...... hereinafter refer to us "The Bidder/Contractor" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The PURCHASER intends to award, under laid down organizational procedures, contract for Procurement under **NIC/IT/RFP/CC/RFP/05/2017** (hereinafter referred to as the 'Project'). The PURCHASER necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the PURCHASER may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

"Section 1" – Commitments of the PURCHASER

(1) The PURCHASER commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a) No employee of the PURCHASER, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.

b) The PURCHASER will, during the tender process treat all Contractor(s)/Bidder(s) with equity and reason. The PURCHASER will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s)/Bidder(s), confidential/additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The PURCHASER will exclude from the process all known prejudiced persons. The PURCHASER shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/web publishing or any combination thereof.

(2) If the PURCHASER obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the PURCHASER will inform the Chief Vigilance Officer and subject to its discretion, can additionally initiate disciplinary actions.

(3) The PURCHASER will enter into agreements with identical conditions with all Contractor(s)/Bidder(s), in the different Work Packages in the aforesaid Project/s.

(4) The PURCHASER will disqualify from the tender process all Contractor(s)/Bidder(s), who do not sign this Pact or violate its provisions.

"Section 2" – Commitments of the Bidder(s) / Contractor(s)

(1) The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the PURCHASER's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the PURCHASER as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign PURCHASERs, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only.

(e) The bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

"Section 3" - Disqualification from tender process and/or exclusion from future contracts.

(1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating "Section 2" above or in any other form so as to put his reliability or credibility in question, the PURCHASER, at its sole discretion, is entitles to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the Contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the PURCHASER under the relevant clauses of the tender/contract.

(2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under "Section 2" above or in any other form such as to put his reliability or credibility into question, the PURCHASER will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the PURCHASER, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.

(3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under "Section 2" above or any other term(s) of this Pact, during the execution of contract, the PURCHASER will be entitled to exclude the contractor from further tender/contract award processes.

(4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the PURCHASER caused by him and has installed a suitable corruption prevention system, the PURCHASER may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

#### "Section 4" - Compensation for Damages

(1) If the PURCHASER has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to "Section 3", the Earnest Money Deposit(EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the PURCHASER, in terms of "Section 3" above.

(2) If, at any time after the awarding of the Project, the PURCHASER has terminated the contract according to "Section 3", or if the PURCHASER is entitled to terminated the contract according to "Section 3", the security Deposit/Performance Bank Guarantee furnished by the Contractor, if any, as per the terms of the Contract shall be forfeited without prejudice to any other legal rights and remedies available to the PURCHASER under the relevant clauses of General/Special Conditions of Contract. The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the PURCHASER in terms of "Section 3" above.

"Section 5" - Previous transgression

(1) The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country confirming to the anti-corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such and the Bidder(s)/Contractor(s) can be black listed in terms of *"Section 3"* above.

"Section 6"- Independent External Monitor / Monitors

(1) The PURCHASER shall, in case where the Project Value is in excess of Rs One Crore and above, may appoint competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission. The Monitor shall review independently, the cases referred to it to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/non-compliance is to be lodged by the aggrieved party with the Nodal Officer only, as shall be appointed by the CMD, NIC. The Nodal Officer shall refer the complaint/non-compliance so received by him to the aforesaid Monitor.

(3) The Monitor will not be subject to any instructions by the representatives of the parties and will perform its functions neutrally and independently. The Monitor shall report to the Chairman-cum Managing Director, NIC.

(4) The Bidder(s) / Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the PURCHASER including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality.

(5) The PURCHASER will provide to the Monitor, sufficient information about all meetings among the parities related to the Project, provide such meetings could have an impact on the contractual relations between the PURCHASER and the Contractor.

(6) As soon as the Monitor notes, or believes to note, a violation of this Pact, he will so inform the PURCHASER and request the PURCHASER to discontinue and/or take corrective action, or to take other relevant action(s). The Monitor can in this regard submit non-binding recommendations. However, beyond this, the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action and/or tolerate action.

(7) The Monitor will submit a written report to the CMD, NIC within 4 to 6 weeks from the date of reference or intimation to it and, should the occasion arise, submit proposals for corrective actions for the violation or the breaches of the provisions of the agreement noticed by the Monitor.

(8) If the Monitor has reported to the CMD, NIC, of a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, NIC, has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer, NIC.

(9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

"Section 7"- Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the PURCHASER obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or and associate or a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the PURCHASER has substantive suspicion in this regard, the PURCHASER will forthwith inform the same to the Chief Vigilance Officer, NIC.

"Section 8" - Duration of the Integrity Pact.

The Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded. If any claims are made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD of NIC. The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of the PURCHASER, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in "Section 3", without prejudice to any other legal right or remedy so available to the PURCHASER.

#### "Section 9"- Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the PURCHASER, i.e Kolkata.

(2) Changes and supplements as well as termination notice need to be made in writing.

(3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.

(5) Wherever he or his as indicated in the above *Sections*, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the PURCHASER)

(For & On behalf of Bidder/Contractor)

National Insurance Company Ltd.

(Office Seal)	(Office Seal)
Place	
Date	

## 2.63. **GT&C** – Sample Manufacturer's Authorization Form (MAF)

SAMPLE FORMAT FOR MANUFACTURER'S AUTHORIZATION FORM for Devices OEM			
To NATIONAL INSURA Head Office: 3, Mido Kolkata – 700 071.	NCE COMPANY LIMITED		
Dear Sir,			
Sub.:	RFP		NIC/IT/RFP/CC/RFP/05/2017
manufacturers of	do		Having head office at
and Address of Sup	oplier/Authorized Partner) to bid	, negotiate and o	conclude the contract with NIC
Conditions of the Ma	We hereby extend our full guarantee and warranty as per respective Clauses in the General Terms & Conditions of the Master Document and the RFP Nofor the goods/services offered for supply against this invitation for bid by the above firm.		
We are agreeable to hold the price and configuration/services for the period of contract in respect of his bid under the RFP, and in case there occurs any change in the specifications on account of the Solution/services offered/ordered for being phased out from the market, should be able to supply solution and services of higher configuration/capability at the same prices agreed to, in respect of the bid under the RFP as in Volume-II.			
We hereby further confirm that the solution quoted by our partner including warranty as applicable under terms of the Master Document and RFP No, has been examined and vetted by us. We confirm that the solution quoted by our partner will work as per requirements specified by NIC.			
Yours faithfully,			
(Name) For and on behalf of M/s			
Signature of Manufa Dated: Place: Sd. /-Seal	cturer		
	uthority should be on the lettern be signed by a person compete		

## 2.64. Sample Format for EMD

Sample BID SECURITY FORMAT (EMD):

(To be given by the NIC in appropriate stamp paper)

THE CONDITIONS of the obligations are:

1. If the Bidder, having its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity.

a) Withdraws his bid at any time before the Letter Of Intent (LOI) of PO or Advice for execution is issued against the RFP.

OR

b) Fails or refuses to executer the work after having been identified L1 in the bid, before or after LOI/PO/Advise for execution is issued

OR

c) Fails or refuses to furnish the Performance Bank Guarantee

OR

d) Fails or refuses to execute the Contract

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 12 (Twelve) months from the date of submission of the Bid, or as may be extended from time to time and any demand in respect thereof should reach the NIC not later than the above date.

(Authorized Signatory of the NIC)

## 2.65. GT&C - Performance Bank Guarantee

#### FORMAT FOR PERFORMANCE BANK GUARANTEE

BANK GUARANTEE FOR PAYMENT (TO BE SUBMITTED IN NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE PURCHASED IN THE NAME OF THE ISSUING NIC)

То

National Insurance Company Ltd. Head Office 3, Middleton Street Calcutta-700 071

Dear Sirs,

RFP No.: - NIC/IT/RFP/CC/RFP/05/2017

DO HEREBY COVENANT AND AGREE AS FOLLOWS:

Notwithstanding anything to the contrary, NIC's decision as to whether the Supplier has made any such default or defaults and the amount or amounts to which NIC is entitled by reasons thereof will be binding on us and we shall not be entitled to ask NIC to establish their claim or claims under this guarantee, but will pay the same forthwith on NIC's demand without any protest or demur. Bidder should be adhered to SLA and labour laws etc.

Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period this agreement till such time with the Supplier's consent on the request by NIC, provided the terms and conditions relating to the extension of the Guarantee are satisfied.

This guarantee shall not in any way be affected by NIC's taking or varying or giving up any securities from the Supplier or any other person, firm or company on their behalf or by winding up, dissolution, insolvency or death as the case may be of the Supplier or his company/firm.

In order to give full effect to the guarantee herein contained, NIC shall be entitled to act as if we were your principal debtors in respect of all NIC's claims against the Supplier hereby guaranteed by us as aforesaid.

Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all NIC's claim or claims against the Supplier from time to time arising out of or in relation to the said PO and in respect of which NIC's claim in writing is lodged on us on or before the seventh day after expiry of this guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, email or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been lodged / given / submitted when the same is posted.

This guarantee and the powers and provisions herein contained, are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to NIC by us and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

This guarantee shall not be affected by any change in the constitution of the Supplier or us nor shall it be affected by any change in your constitution or by amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

This guarantee shall come into force on \_\_\_\_\_\_ and shall not be revoked by us whether before it's coming into force or any time during its currency without NIC's prior consent in writing.

We further agree and undertake to pay to NIC the amount demanded by NIC in writing irrespective of any dispute or controversy between NIC and the Supplier.

Notwithstanding anything contained hereinabove our liability under this agreement is restricted to Rs ..... (Rupees .......). Unless a written claim is lodged on us for payment under this guarantee within seven days of the date of expiry of this guarantee i.e. on or before ...... all NIC's rights under this guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us, discharged.

We have power to issue this guarantee in NIC's favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.			
SIGNED AND DELIVERED ON THE DAY OF FOR & ON BEHALF OF THI Bank Ltd.			
FC	OR & ON BEHALF OF		
(E	BANKER'S NAME)		
Branch Manager			
(Banker's seal)			
Address			
P.S.: The amount referred to above will be as per the te	erms of payment specified		

## 3. NIC/IT/RFP/CC/RFP/05/2017

This is Volume-II of the Master Document.

#### 3.1. Instruction to Bidders

The Bidder is expected to examine all instructions, forms, terms, specifications, and other information in Volume-I of the Master Document and the RFP No. **NIC/IT/RFP/CC/RFP/05/2017**, Volume-II. Failure to furnish all information required by any of these documents or to submit a Bid not substantially responsive to these documents in every respect will be at Bidder's risk and may result in the rejection of its Bid.

Bidders are advised to study the mentioned documents carefully before participating. It shall be deemed that submission of bid by the bidder has been done after their careful study and examination of the mentioned documents with full understanding to its implications. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfil his obligations under the Bid.

In the event of default by the Bidder with respect to this RFP or the Master Document, NIC may debar the Bidder from participating in any future RFPs' floated by NIC for any purpose.

#### 3.2. Eligible Bidders

The following are the conditions, which are to be necessarily fulfilled, to be eligible for technical evaluation of the Bid. Non-compliance of any of criteria will entail summary rejection of the bid offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made along with tender. NIC also reserves the right to verify / evaluate the claims made by the vendor independently.

Only those interested bidders who satisfy the following eligibility criteria should respond to RFP/CC/05/2017

Sr.No	Criteria	Documents
1	The annual turnover of the Bidder should be more than 500Cr, for the last 3 years	Certified Balance sheet for past three years
2	The bidder should not have been blacklisted from bidding in any of the Govt/PSU requirements	Self-declaration
3	The bidder should have experience of minimum 3 large projects worth minimum of <b>INR 35Cr.</b> In the past <b>3 years</b>	
4	The Contact Center platform should be hosted in a Tier 3 Data Center with criteria as per <b>Section-4.1</b>	Appropriate certificates and self- declaration
5	The Bidder should be minimum CMM Level 3 certified company.	Appropriate certificates

## 3.3. Preparation of Bid

The RFP will be in three parts, viz., Pre-Qualification, Technical and Commercial bid

Bidder must meet the minimum eligibility criteria as mentioned in the Pre-Qualification Bid

If, on evaluation of the Technical bids it is observed that any one or more items of the product offered in the RFP do not meet the minimum requirements of Specifications, the Company reserves the right to accept or reject the Bid.

The Commercial bids of only those Bidders will be opened who qualify at the Technical bid evaluation stage and whose products are found to meet the specifications offered by them, at a date and time to be specified later.

The Bidder shall prepare the bid in the following manner. Relevant documents, letters, forms, supportings, etc. need to be attached to each part as given below

The BID SECURITY. This would contain only the Bid Security (Earnest Money) amounting to **Rs. 50,00,000.00 (Rupees Fifty Lakhs Only)** by way of BG/DD/NEFT/RTGS in favour of National Insurance Company Limited, payable as per NIC Details mentioned in this document. Non-furnishing of EMD will disqualify the bidder.

The EMD would be returned to the unsuccessful Bidder (without any interest) and on receipt of application, within 90 days of award of Purchase Order to the Successful Bidder. For the successful Bidder, the same would be retained as Security Deposit without any interest till a BG of 15% of Contract Value is received by NIC, in the form of Performance Bank Guarantee (PBG) as per format given in **Section–2.65**.

The Bid Security Deposit will be forfeited if:

The bidder withdraws his bid at any time before the LOI or PO or Advice for execution is issued against the RFP.

OR

The Bidder fails or refuses to execute the work after having been identified L1 in the bid, before or after LOI/PO/Advise for execution is issued

OR

Fails or refuses to furnish the Performance Bank Guarantee

OR

The Bidder fails or refuses to execute the Contract.

1 **The PRE-QUALIFICATION BID.** This would contain the proof of transfer of **EMD**, Bidder Profile **Annexure 3**, Financial Information **Annexure 4**, and Citations **Annexure 5**.

Any other documents that are required in the process, like client engagement letters or certificates, audited balance sheets, etc. and a **CD** containing the soft copy (both **'PDF'** and **'xIs'** formats) of the Pre-Qualification Bid and are also to be included herein.

2 The TECHNICAL BID. This would contain the Technical Bid Letter Annexure 1, Annexure 2 Technical Bid Particulars, Manufacturer's Authorization Form Section-2.63, Compliances Section-5, Unpriced Bill of Materials to be submitted with the Technical Bid. Annexure 7 Statement of Deviation from RFP Terms and Conditions, if any, and Details of the proposed solution, proposed methodology and timeline (in a separate sheet). Any other documents that are required in the proposal process, like client engagement letters or certificates, audited balance sheets, etc. and a CD containing the soft copy (both 'PDF' and 'xIs' formats) of the Technical Bid and are also to be included herein.

3 **The COMMERCIAL BID.** This would contain the Commercial Bid Letter **Annexure 8**, **Annexure 9** Commercial Bid Particulars, **Annexure 10** Commercial Bid. A **CD** containing the soft copy (**both** '**PDF**' and '**xls' formats**) of the Commercial Bid is also to be included herein.

Bidders must submit their Bid online, on or before the last date and time mentioned in RFP.

Details of the procedure to be followed for online, is available in Annexure-12 (Volume-II). Bidders must abide by the same.

## 4. Scope of Work

Scope of work for Managed Services to provide end to end Customer Interaction Services will include following:

## 4.1. Infrastructure Services

- IT Infrastructure Services: MSP will provide all the IT Infrastructure as a Service from a certified Tier 3 Data Centre with following Security Standards
  - ISO 27001
  - ISO 20000
  - SSAE 16
- This infrastructure should consist of following:
  - Hosted Multi-Tenant, Multimedia Contact center platform with IVR, ACD, Dialer, Interaction Recording, Email and Chat handling capabilities. Platform should be capable of Unified Q for all the media and it should come with a Web Based Desktop which should handle all types of customer interaction.
  - MPLS Connectivity Services: MSP should provide end to end MPLS connectivity to connect its data centre to NIC data centre and Agent location. This data centre should be connected to all the Telecom players.
  - Business Continuity: The Contact Center Application should be hosted in a Cloud infrastructure running out of Certified Tier 3 DC the following
    - Building strength as per IS 1893: 1984 criteria for earthquake resistant design of structure
    - Power Redundancy with N+N UPS redundancy and N+1 generator redundancy
  - Backup Services for Recording:
    - Up to 6 months : Online retrieval
      - Beyond 6 months (up to 7 years) : Offline retrieval
- Application Integration Services: MSP will provide Application Integration Service to integrate NIC backend applications (like Core Insurance-EASI, Genisys etc) with Contact centre platform so Agents can access customer data and update them as and when required from Business process. NIC can use this service for other IT projects also.
- Contact Centre Infrastructure and Manpower: NIC proposes to have 1 primary and 1 secondary site for Contact Centre operations. The primary and secondary site should be in different seismic zones in the country. The primary site will initially handle 80% of the total inbound call volume, and will manage 100% outbound calls as well as other services that may be utilized by the NIC in future. The primary centre as well as the secondary location is required to commence operations latest within 3 months from the date of issue of Letter of Intent/Purchase Order. Over a period of three years, NIC expects 20% of inbound calls to be handled from the secondary site.

MSP needs to ensure both the primary and secondary sites are connected to MSP data centre with redundant links.

## 4.2. NIC Backend Applications Integration Scope

NIC has got two Insurance Platforms. The first is a legacy platform on client server architecture. The second is a Core Insurance platform. Many of the branches are catered by the Core insurance platform, while the others are still catered by the legacy platform.

The Contact Center platform needs to get integrated to both theses platforms for exchange of customer and product information. To achieve this functionality NIC expects the bidder to provide a middleware which can be in the form of CRM/Ticketing platform, must provide following functions and functionality

- Platform must be Integrated with both set of applications
- Platform should have its own database which will be integrated with NIC backend applications
- Platform should be integrated with NIC applications through Web Services for real time updates
- FAQ Module for Common Queries
- Product Knowledge base

As this platform will store NIC data, it should confirm with following security standards:

- Secured implementation in MSP Tier 3 Data Centre, same as the Contact Center Platform
- Roles Based access
- Audit log of information access
- Security implementation for data leak prevention

#### Refer Compliance 5.9 and 5.5

## 4.3. Business Services

The scope of the business services to be covered by the Contact Centre can be broadly classified into Compliances, **Section-**5 and includes, but not limited to following categories:

- ▶ Inbound Calls → refer Compliance, Section-5.2
- ▶ Outbound Calls → refer Compliance, Section-5.6
- ▶ IVR Function → refer Compliance, Section-5.10
- ► Voice recording → Refer Compliance, Section-5.2
- Customer Segmentation
- SMS Platform
- ► Email and Web Chat Handling → refer Compliance, Section-5.4
- Video Contact centre
- Social Media Handling

## 4.4. Other Channels & New Initiatives

NIC at its discretion might implement new initiatives at the Contact Centre in future. Below is the indicative list of such initiatives:

- Setting up of Contact Centre for rural locations
- Setting up of Contact Centre for activities related to financial inclusion.
- Any other project undertaken by the NIC in future

If NIC decides to implement any of the above (or similar) call based initiatives, the cost of each of such new initiative would be at the agreed FTE rates with the NIC

## 4.5. Capabilities of the Technology Platform and the sub-systems

#### Refer Compliance, Section-5.1

To avoid different OEM solution integrations issues, proposed platform should have following capabilities from Single OEM

- > SOA based end to end SIP centric communication Platform
- > Platform should be virtualized and should be able to support VMWare or MS Hypervisor
- All the channels including Outbound, IVR, Multi-Media Contact centre, Multi Media interaction recording should be from single OEM
- Single Call flow designer should be used for Outbound Calls as well as Inbound calls
- Single Campaign manager should be used for Outbound Voice as well as SMS.
- Platform should be able to Record all the interactions including SMS, Email, Webchat, voice and screen and provide single GUI for retrieving all types of interactions
- Proposed solution should support Multi-Tenant architecture to host multiple Emergency Departments
- ► In a Multi-Tenant environment, it is critical to be able to manage resources, such that they can be partitioned between different Emergency Departments like Police, Fire, Medical Services
- Partitioning should be on basis of capacity, features to be activated, User creation (one process/ Unit / Platform should not see configuration, CDRs, reports and recordings of another process/ Unit / Platform)
- Resources must also be monitored in terms of their grouping and partitions, so that appropriate process/Unit / Platform-specific reports can be created.
- ► It should have hierarchical structure Emergency Department, supervisor, admin and agents
- Access control and privileges should allow control of data access to specific Emergency Department
- Service instances Customizations done for one process/ Unit / Platform should not affect another Emergency Response Department
- Access to data should be secured.
- Log trail for each process/ Unit / Platform for their changes.
- process/ Unit / Platform should be able to create process/ Unit / Platform, specific IVR tree, service flow definitions and Outbound Campaign dialing
- Higher traffic volumes/over utilization by one Citizen or Customizations / Professional Services (PS) work for one process/department should not have any impact on the performance of service for other Citizens
- Recordings of individual process/ Unit / Platform must be partitioned.

## 4.5.1. Architecture

#### Proposed Platform architecture shall consist of three layers;

- Access layer Voice, Video and Data communications must be supported by the solution, hence access by citizen (calling the Platform) can be made from the PSTN network by voice call, SMS, Fax call or from 3G video network / IP video phone, or by email/chat / social network.
- Network Layer Network layer shall consist of interconnection of NIC Data Centre hosted Platform with Access layer having PSTN/Internet/3G network. The network layer will also consist of network infrastructure containing rout, switches, firewalls, load balance and redundant hardware platform that runs applications for hosted Platform. Adequate redundancy and resiliency of network layer is critical for normal working of Contact centre platform
- Application layer Application layer consists of software components that offer features, functionality e.g. Dialer, ACD, IVR, Call agent, routing, domain name, resiliency at software module level (in case of DR site) and also applications for other critical functions for Platform viz. recording, reporting, NMS applications, storage archival, mediation, BI (business intelligence).

Bidder can suggest solution architecture with some variations with respective details. The solution proposed should consider all the lay of platform architecture mentioned above.

Support for the virtualization of all Platform Components shall be available on the latest hypervisor technology.

Support for virtualized/Thin Client based Agent Application using VDI (Virtual Desktop Infrastructure) shall be available.

No degradation in services or performance of any Platform component because of virtualization especially for real-time and delay sensitive applications like voice and video, shall be experienced.

In addition to continue to focus on core areas including platform management, bandwidth control, availability, business continuity and direct provision of services, bidder would also assume responsibility for the following.

- Core System with capability to create and manage different services for different process/ Unit / Platform
  - SIP Extension
  - Inbound/Outbound/Multimedia blended Agents
  - Outbound Dialer Strategy or Campaign Manager
  - Single Call Flow Designer for IVR /Inbound / Outbound / Email / Webchat Call flow
  - Call Flow Designer should also support third party applications through standard application blocks like Web Service
  - Call Flow Designer should provide Integration with Nuance ASR /TTS and Voice Bio Metric
  - Integrated Recording Solution which should record Voice, Email and Chat Transcripts
  - USSD Platform with SCE tools from Same OEM
  - Single Web Based Agent User Interface which should handle Inbound/ Outbound Email and Webchat from Same Interface
- Sourcing and Implementation of all network and compute components
- Integration of entire infra in NMS
- Delivery of a full 'platform' upgrade
- Management of the systems network(s)
- Capacity planning and management
- Provide End User (citizen / Platform) support services
- Call flow scripting and provisioning services
- Line of Business System Integration services
- Bespoke Reporting services
- Moves/Adds/Changes

#### **Network Architecture**

The solution should support Business Continuity Platform (BCP) architecture, allowing it to be resilient and distributed across multiple locations.

Bidders are required to provide a solution designed with BCP architecture to maintain 99.99% service uptime.

The proposed design however should consider latency limitations, performance impact, MPLS network, bandwidth requirements, criticality of the components for solution (to design same at central location or at distributed locations), regulatory requirements in the respective geography for having such service offering. Bidders are required to provide network requirements, with clearly mentioned performance KPIs for the network with a specified range for these KPIs for satisfactory performance of the solution.

The platform should have support for department level redundancy - wherein instead of building a full capacity DR site, only specific high value state departments would be setup at the DR site and the switchover between sites takes place only for the selected citizens and other citizens continue to operate on the original site.

#### Protocols

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System should support open protocol based architecture. Support for following VoIP protocols/methods is required in the front-end VoIP server of the platform for interfacing with the citizen's media-gateway, Session Border Controller, IP PBX and Agents: -

- ▶ SIP (RFC 3261) Mention all supporting standards/ RFC for SIP
- ▶ SDP (RFC 4566) Mention all Supporting standards / RFC for SDP
- SIP-H.323 Interworking in case VoIP end points at department locations (Media-Gateway/ IP PBX etc.) supports either H.323 only or SIP only
- Support for DTMF using RFC2833
- Support for DTMF using SIP INFO
- Support for NAT Traversal for Signalling and Media in case Agents / media gateway are behind NAT & PAT.
- Support for ISDN PRI (E1, T1) in Media-gateway

#### Multi-Tenanting

Multi-Tenanting is defined as architecture in which a single solution instance serves multiple Process/ Unit / Platform but still maintains individual data including Dialler, ACD configurations, IVVR, SIP PBX, reports, Multi Media recordings and third-party integrations.

Should bidder choose to propose individual instances of their application under the definition of a multi-tenanted hosted proposition, they will be required to explain the following: -

- > Data Security Access for Each Contact Centre
- Installation and Testing methodology for each new Contact Centre
- > Patch (Hot Fix) application mechanism required for each Contact Centre
- Management of patch and hot fix version control for the 'platform' and Contact Centre
- Capacity Planning and Provisioning methodology
- The function and purpose of 'Virtualization'
- 'Platform' upgrade methodology

Following are the key requirements for the multi-tenant architecture;

- Proposed solution should support multi-tenant architecture to host multiple process/ Unit / Platform
- ► In a multi-tenant environment, it is critical to be able to manage resources, such that they can be partitioned between process/ Unit / Platform.
- Partitioning should be on basis of capacity, features to be activated, User creation (one process/ Unit / Platform should not see configuration, CDRs, reports and recordings of another process/ Unit / Platform)
- Resources must also be monitored in terms of their grouping and partitions, so that appropriate process/ Unit / Platform-specific reports can be created.
- ► It should have hierarchical structure \_ Process/ Unit / Platform, supervisor, admin and agents
- Access control and privileges should allow control of data access to specific process/ Unit / Platform only.
- Service instances Customizations done for one process/ Unit / Platform should not impact another process/ Unit / Platform.
- Access to data should be secured.
- ► Log trail for each process/ Unit / Platform for their changes.
- > Process/ Unit / Platform specific IVR tree, service flow definitions
- Higher traffic volumes/over utilization by one citizen or Customizations / Professional Services (PS) work for one process/ Unit / Platform should not have any impact on the performance of service for other citizens
- Recordings of individual process/ Unit / Platform must be partitioned.

#### 4.5.2. Scalability

The CC will initially start with 100 Agents. The CC along-with underlying Platform should be scalable upto 600 Agents.

The Hosted Platform solution should support up to 500000 Interactions capacity (for Platform components). The system should be scalable to meet each department's capacity requirements without impacting performance and reporting. System components must support cascading of hardware and software modules to augment capacity. System software must be licensed across all platforms/instances.

Vendor shall provide necessary dimensioning specifications with results of benchmarking and load testing.

The hosted Platform solution shall have a pool of resources shared across multiple departments. Each department can have different capacities ranging from 10 seats to 600 seats. Vendor should state maximum number of seats supported per department and the number of servers required to achieve the above scaling for 100 departments.

The solution must be designed to have a perpetual licence pool across multiple platform instances in multi-platform architecture.

Proposed Platform should provide licensing mechanisms for the proposed Platform solution. This should also include licence limitations (if any) number of departments, agents, IVVR ports and so on

## 4.5.3. Security

The Contact Center Platform should fulfil to the below minimum criteria -

- Multi-tenant architecture with the below features -
  - isolate tenants from each other,
- enable tenants to create users with varying access privileges.
- use advanced security modeling and system partitioning to assure tenants that their data will be secure and isolated from other tenants.
- ensure separation by allowing access to data for each tenant via their password-protected application interface.
- Directory Services for User information storage and creation -
- Should be inherently secure like Microsoft Active Directory or better.
- Should be designed to support organizational units of landlord and tenant.
- tenants should be able to create users with different security levels, such as administrator, supervisor, and user, and can also define custom security groups.
- Security settings should be inheritable, i.e., a user with certain privileges may only create a user with equal or fewer privileges.
- Should be possible to create users who have the same names in different tenants, a very important capability for a multi-tenant system.
- Single Sign-on
  - Should support Single sign-on using SAML and federation with or without an external identity provider
- Encryption
  - utilize SSL with minimum 128-bit encryption in its Inter Process Communication (IPC) layer
  - utilize SSL in any web services communication that utilizes HTTPS via port 443.
- PCI-DSS
  - Should support compliance to PCI-DSS standards

#### 4.5.4. Data Center Parameters

The Contact Center platform should be hosted in a Tier-III Data Center with following features:

- ISO 27001 Certification
- ISO 9001 Certification
- ISO 20000 Certification
- Building strengthened as per IS 1893: 1984 criteria for earthquake resistant design of structure
- ▶ Power Redundancy with N+N UPS Redundancy and N+1 Generator Redundancy

## 4.5.5. Contact Centre Platform OEM Qualification

- The OEM should be Profitable for the last 3 consecutive years from the date of Bidding and OEM or its principle stake holders should not have filed for banckrupcy in last 5 years.
- The OEM should be in Leaders/challengers Quadrant of the latest Gartner's Magic Quadrant for Contact Center Infrastructure Managed Service provider should have direct contract with OEM for providing 24 x 7 Telephonic technical assistance and support to NIC. The OEM should give an undertaking on their letterhead

## 4.5.6. Call flow Designer tool

- The proposed solution must provide an IVR call flow designer tool (Audio/Video). This tool should have a highly flexible, graphical tool for design and deployment of IVVR call flow;
- System should provide the tool to design IVR call flow by drag & drop, Copy & paste node/tree, delete set of parameters and variables
- Call flow designer should support Outbound and Inbound call flow for multiple media types
- System should provide open web API, and should be able to call http/https URLs for integration with third party system
- System should have the capability for developing, testing and publish the IVR call flow from a centralized system
- > System should have the capability to develop customized libraries in the designer studio
- The system should have W3C standard VXML browser, CCXML Browser and CallXML browser capabilities
- Designer studio should have Service creation blocks for creating call flow.
- System should provide interface to upload audio or video fragments.
- IVR logic developed using drag drop mechanisms should create a backend VXML script which can be edited.

## 4.5.7. IVR capability

- IVR should be capable enough of transferring data collected over IVR to the agent interface e.g. Queue Name, Agent ID, Call ID, IVR input selected by caller.
- IVR should have capability of masking/encrypting the data to ensure the safety of sensitive information.
- IVR designer should have Multi-language support vendor to describe all languages currently supported
- IVR should have inbuilt functionality to play Date time values, Numerical values, and textual messages.
- The system should contain an online debugging tool to debug online IVR flow (output of each block to be given and on pressing key next module to be activated). Different debugging levels to be configurable (e.g. warning, error, information, debugging)-please describe
- Call flow designer should be able to define end to end Call flow for Multimedia interactions and it should be able to manage all the components / services including Unified ACD Q, Multimedia Recording from the same GUI.
- IVR designer should provide mechanism to connect to external IVR services, running on XML or VXML based application. Flexibility to connect to external IVR/number is to be provided
- The IVR Interface should be available at each citizen location to change/upload for example, the Greeting file (wave file) in the IVR. For example, if they want to change the greeting message on a Public Holiday. This feature can be restricted at Super Admin level and changes in the IVR should be made available with immediate effect without any restart or delay.
- Integration of Nuance TTS/ASR and Voice Biometric engines through standard Blocks.

## 4.5.8. Third party Integration Capability and Open Interfaces

Proposed Platform should provide details of how their agent interface leverages a SOA method like web services interface to simplify in-house client development customisations. Agent Software should be a Web based software supporting HTML 5 and AJAX,

Provide details of an administration API which enables integration into other systems administration portals, and similar other applications available in Data Centre

Proposed platform should extend API's for Web Chat Routing to agents enabling web chat capability through web site or mobile applications

## 4.5.9. Agent Application Features

- Agent software should be Web Based software and should support latest Web Standards like HTML5
- Should support client-side and Server-side integrations implemented, provide supporting API documents and examples.
- The UI should be web-based and work across many browser applications including Internet Explorer, Chrome and Firefox,
- It should be possible to configure the UI to occupy a very small area on the browser and leave all the tabs for call processing and other business applications
- Proposed platform should provide Automated updates to the UI installed, to ensure hassle free upgrade of UI
- Web based agent must provide following functionality: -
  - Built-in Softphone
  - Dial pad
  - ANI display
  - Speed dials
  - DTMF support
  - Hold
  - Mute
  - Redial
  - Available/ unavailable with reason for unavailable
  - Change of login password
  - Call recording indication
  - Agent can trigger call recording/screen recording.
  - Schedule call back
  - Chat history
  - Work from home mode
  - Multi call support and toggle between multiple calls
  - IM Between Agent and assigned Supervisor
  - Assistance request for supervisor
  - Silent/Whisper/Barge in Monitoring modes
  - Display of no. of calls handled with average AHT since last login.
  - Knowledge base availability
  - Ability to support whisper call announcement to provide information to agent for the offered calls.
  - Call transfer / conference functions
  - Agent to agent call
  - Transfer call to PSTN
  - Transfer call to supervisor
  - Transfer call to agent
  - Conference call to supervisor
  - Conference call to agent
  - Chat window setting
  - Multiple chat window display up to 9 sessions
  - Link to Chat
  - Smart Docking and Sizing
  - Option to upload FAQ's
  - Recent Call History
  - Agent can see the status of Another Agent
  - Tab for transferring call to system/IVR
  - Spell check

- Single agent UI should contain a full-service email handler, Web chat handler as well as voice call handling capabilities. Call controls should shift as per the media of calls presented
- The system should enable multiple simultaneous web chat sessions per agent.
- A scheduled caller 'Call-back' option should be available.
- The import of call-back lists should be supported.

#### 4.5.10. Multimedia (Email, Webchat and Social Media Handling) Capability

#### Proposed system should provide following Multimedia Capabilities:

#### Internet Call:

**Pure HTML Caller Interface:** The web call capability can be added to any web page. With one click of a button, a web surfer can submit a call to the ACD with the appropriate skills and priority. Any additional data from the web caller's session can also be passed along with the call so that the user can view all the information related to the caller's web interaction prior to answering the call. The caller interface is a pure HTML solution that does not require any download. The interface is built around standard, frames-based HTML technology, and can be modified for any preference.

**Canned Phrases**: The canned phrases feature allows supervisors to create quick responses to commonly asked questions so that the user can quickly select the item and send it with just a mouse click. Canned phrases can also include a URL to be pushed to accompany the text.

**Chat Spell-Check with Suggest and Auto-Correct**: As the user is typing the chat text, the spell-check will underline any misspelled words. The user can select whether these words should auto-correct themselves, or if a manual correction is required.

**Collaborative Browsing**: Browser collaboration can be user-led only, or control can be shared between user and caller. Shared control mode supports two-way page pushing, as well as joint form filling and shared pointer.

**Web Chat API:** Proposed system should provide Chat API, so that can enable its other applications like Mobile APP

#### 4.5.11. Messaging Calls

Proposed system should be able to Route all types of incoming messages including **email**, **voice messages**, **fax**, **and SMS** (**short message service**), and submits them for routing by the ACD's universal queues. Proposed system should provide a truly unified Contact Centre solution for all media types within one queuing and reporting engine with following features:

**Unlimited Messages Handled:** propose system should be designed as a highly scalable solution that can handle an unlimited number of messages. Messaging solution should be integrated, and should provide the scalability and security necessary for a service provider solution

**Destination-Based Routing by Email Address**: Default routing parameters for queue, skills, and priority can be associated with each email address, and an unlimited number of published email addresses, each with its own specific routing instructions, can be created.

**Integrated Message Viewer:** When the messages are delivered to the user, they are sent directly to the user interface. This eliminates the need for any email client or outside application to be used on the user desktop, and provides a seamless and easy-to-use interface.

**Canned Responses:** The canned responses feature allows supervisors to create quick responses to commonly asked questions, allowing the user to quickly select the text and insert it into the email reply with just a mouse click.

Auto-Response and Suggested Reply The email system processes each email as another call within the system, and based on the data within the email (e.g. keywords or subject text), the system allows the contact centre to provide auto-responses and/or suggested intelligent replies for the us.

**Screen Pop:** Since the messages are handled like any other call within the system, the message details must be used to integrate with CRM packages to provide the screen pop for the message calls. The message details may be retrieved from a web email form or based on text within the email.

**Message Detail Records:** All the details about each message should be recorded within the Proposed system historical database as well as the Recording database.

**Unified Reports and Real Time Statistics**: The real-time and historical reports should include all the messaging calls within the same system, making it truly unified.

**Voicemail capabilities** : Proposed system should include fully productized voicemail solution. Voicemail messages can be delivered as e-mail messages into personal mailboxes, whether on corporate Exchange or Lotus platform or external accounts, such as yahoo or Gmail. Alternatively, voicemails can be queued and distributed to us by ACD.

#### 4.5.12. Outbound Dialer

Proposed Platform shall provide a solution with an IP outbound dialler to support the following functions for dialling campaigns.

- Mode Predictive, Preview (Open and Closed), progressive, fixed-pace, agent less campaign (IVR), and manual dialing
- Dialer should have a campaign manager to import dialing list, configure campaigns and set design rules.
- Dialer should be able to work with multiple process/ Unit / Platform databases and should only cash number for dialing and update back outcome of the call-in process/ Unit / Platform database.
- > Dialer should support Agent skill level and weight assignments.
- Dialer should able to detect the Answer Machine and Fax vendor should mention AMD detection accuracy in terms of percentage.
- Predictive dialers should also measure the number of available agents, available lines, average handle time and other factors to adjust outbound call rates.
- Process/ Unit / Platform should be able to adjust the Abandoned Call ratio as per the campaign specific guideline.
- Time zone management should exist to ensure contacts are called only when they are allowed, according to their time zone, and the legislation of them. Area Code / code or Zip code fields to be used for Time Zone Management.
- DNC (or similar) list management should be available to comply with regulatory norms and improve agent productivity
- Reports for voice recording, quality monitoring, CRM, and multiple campaign and lead management option should be available.
- It should be possible to manage agents on different campaigns, and reallocate them as campaign requirements change.
- Agent should be able to Schedule Call-back for the Dialer Call.
- Options should exist for mapping agent disposition with system disposition.
- Campaign chaining and multiple campaigns for one group/queue should be available
- Enable Retry Management for answering Machine, Busy, no answer, and abandoned type dialer based disposition are requested

- Support for changing retry management settings in real-time without stopping the campaign are required
- Schedule Management for the Campaign in which campaign will start and stop in the predefined time is required
- Real time and Historical Call Progress Analysis report should be available
- Lead list Management Server should be present at the citizen's site.
- A Retry Schema for Multiple Numb should be present and support to change these settings in realtime without stopping the campaign should be available
- Option for setting filters for each campaign and the filters shall provide option for doing changes on real-time without stopping the campaign.
- The Dialer should support speech analytics

## 4.5.13. Recording

- System should provide a solution for voice, screen, video and multimedia session including email, Webchat recording.
- > System should provide an option to specify the location for the storage of recorded files.
- System should also have the capability to schedule recording data migration to the departments own database
- Every recording must have a reference key parameter to identify recording and fetch data.
- System should support integration with major 3rd party recording solutions. Proposed Platform is asked to specify all third-party recording solutions with whom interoperability is available
- Solution must record and store compressed file and specify which compression is supported for storing voice, video and screen records.
- System must support archival of recordings and restoration of data as required for regulatory purposes.
- The Agent should have option to pause/stop the recording during financial transaction. This option shall be enabled / disabled via the department administrator tool

## 4.5.14. Reporting

performance and so forth.

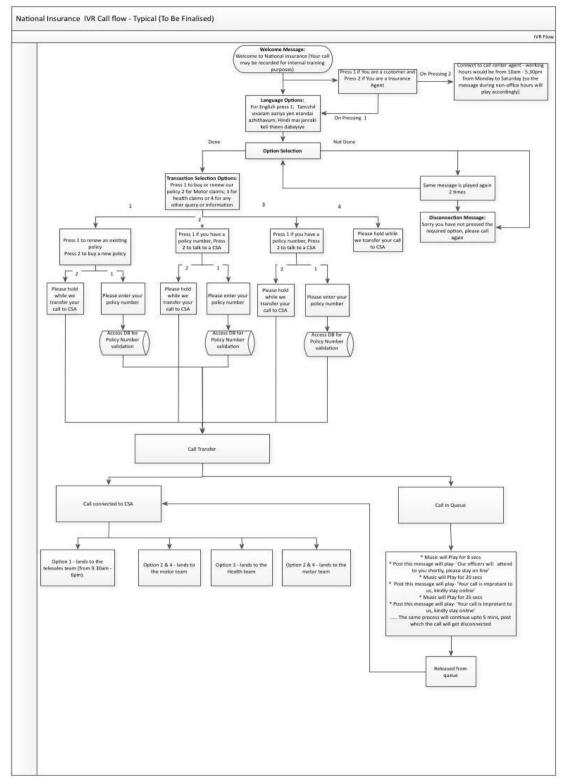
#### Refer Compliance, Section-5.6, 5.7

The proposed solution must provide Unified Reporting platform (which means single platform should take out report for Inbound/outbound/multimedia / recording) reports required for the entire e-Sanchar platform including Outbound, Inbound and from single platform mainly of the following nature: Historic reports, Real time report on dashboard and reports related to recording performance, network

Reporting requirements are as listed below (but not limited to);

- Reports should be based on multi tenancy architecture
- The Reporting System must be able to provide real-time, historical and integrated reports (a combination of historical and real-time reports) for all the entities i.e. agents, agent groups, Skills/Queues, DNIS, Trunk groups
- > Supervisors must be able to build their owns views without engagement with the platform vendor
- The above reports should be available Department wide and System wide (aggregated)
- The Reporting System must allow providing Profile Based Reporting e.g. a team leader can see reports for his own group but not for any other group. For example, a Supervisor would be able to see the reports for all the Team Leads and their groups. A Shift Manager should be able to see the reports for all the team leads, and Supervisors (Consolidated and Individual level).
- > The reporting system must control access of reports and classify the nature of reports
- It should be possible to define the interval of reports e.g. half hourly, hourly, daily, weekly, monthly and yearly reports for all the entities viz agents, agent groups, DNIS, Trunk groups, Skills/Queues, Departments and System Wide.
- The system must also provide the Detailed Call History report; this is per department basis and should be available for at least 90 days.
- The system should provide the reports based on service levels. This should be possible for entities viz. Agent Group, Queue, DNIS.
- The system must allow us to extract and save reports in Excel, CSV, PDF, HTML and Crystal reports (additional formats supported to be listed)
- The system should support updates of the real-time reports/statistics (agent, group, skill, DNIS, department and system) as fast as possible (15 seconds or less) and shall not experience degradation due to the size of department.
- The systems should allow us to set threshold values in the Reporting system for various parameters and the system should indicate alerts and notifications in different colours (configurable) - describe.
- The reporting platform should be able to support different backup options describe
- A Template based tool should be available which allows us to customize reports (i.e. columns, filters, ordering)
- The reporting platform should have resiliency options high availability and Survivable options.
- The system should provide a reporting tool to design on the fly reports by drag and drop of parameters.
- The system should provide Agent statistics reports, Agent skill group wise reports, Supervisor reports and ACD DNIS reports
- > The system should have the flexibility to customize reports as per requirements

### 4.6. Operational Aspects



#### **Key Definitions:**

#### **Resource Planning, On-boarding and training**

NIC expects the bidder to deploy adequately skilled and trained resources for answering NIC's calls, to provide a consistent and high quality experience along with a high percentage of first time resolution to the NIC's customers .To ensure this NIC would expect the bidder to deploy :

- Customer Service Associates )CSA (
- Senior Customer Service Associates )Sr .CSA (
- ▶ Team Leader )TL (
- Manager
- Quality Associate )QA (
- Trainer

#### **Resource Qualification**

The successful bidder is required to do the resource planning and resource deployment, while maintaining the minimum qualification as mentioned in the table below :

Resource		Minimum Education	Language Skills		Experience	Te	echnical Skills
Customer Service Associate	x	Must be graduate or a higher**	x Speak, read and write in Hindi and English x Able to communicate confidently and politely, with good speaking skills	××	At least 6 months in a Contact Centre, or in direct selling/ telemarketing in the service industry. Fresher can be considered subject to an approval by the NIC's team.	x	Awareness on insurance and NIC's products
Senior Customer Service Associate	x	Must be graduate or a higher**	Same as above	x	At least 18 months in a Contact Centre, or in direct selling/ telemarketing in the service industry	x	Detailed knowledge of intricacies of NICs products
Team Leaders (Final Selection would be only after interaction with the NIC)	x	Must be graduate or a higher Should be trained on COPC (or similar) methodology	Same as above	x	At least 2 years in a Contact Centre, or in direct selling/ telemarketing in the service industry Experience in coaching and	x	Effective problem- solving and decision- making skills Complete knowledge of NIC's products & processes

					developing skills of people		
Assistant Manager Final Selection would be only after client interaction	x	Must be a Graduate or equivalent Must be certified from NASSCOM (or similar certification agency)	Same as above	x x	At least 3 years in a Contact Centre, or in direct selling/ telemarketing in the service industry Experience in coaching and developing skills of people	x x	Effective problem- solving and decision- making skills Complete knowledge of NIC's products & processes
Resource		Minimum Education	Language Skills		Experience	Technical Skills	
Trainers	x	Must be a graduate or equivalent Must be trained on COPC (or similar) methodology	Same as above	x x	Experience of at least 2 years in training in the field of soft skills and communications Experience/ knowledge of NIC's products & processes	x x	Effective problem- solving and decision- making skills Complete knowledge of NIC's products & processes
		1	Same as above	х	Experience of at	х	Effective

 $\ast$  In case suitable under-graduate resources deemed fit for the profile, service provider can deploy the resources only after explicit approval from the authorized person in the NIC  $\,$  .

\*\*The NIC may accept agents who are 12<sup>th</sup> pass )pursuing graduation (for the roles of Customer Service Associate)s (and senior Customer Service Associate)s .(The successful bidder shall have to take NIC's approval for recruiting such agents .

#### **Resource Training**

The successful bidder shall be responsible for conducting project specific resource on-boarding training .This training shall include training of tools and technology, OBC specific processes, products and services, soft skills etc .The successful bidder is also expected to evaluate each trainee's performance through appropriate mechanism /test process approved by the NIC and gauge him/her basis the threshold value .The resources clearing the training evaluation test shall be forwarded for on-job training .The period for on-boarding training should be at least 10 working days )80 hours .(The successful bidder is required to maintain the results and evidences of training evaluation test and evidences for attending training for each trainee and make them available to the NIC or third-party auditors as and when requested by the NIC .At no time, any resource with the evaluation score less than the threshold value should be deployed to the NIC's project .

The successful bidder shall also be responsible for providing on-job training to resources qualifying the training evaluation test .The methodology used for on-job training may include shadow resource, continuous monitoring, 100 %call audit and feedback etc .The period for on-job training for each resource should be of at least 1-week post clearing the training evaluation test .

NIC may additionally interview the successful agents before their deployment on the floor .In case NIC feels that the performance is not adequate, the agent shall have to repeat the required training process or be replaced with suitable agent as defined above at no cost to the NIC .

The training should cover the inputs shared by NIC on a regular basis, which would include-

- Guidelines shared by IRDA (attached as Annexure)
- Syllabus shared by IRDA (attached as Annexure)

#### Ratio of key staff members

The criteria for providing CSAs, Sr .CSAs, TLs, QAMs, Trainers and AMs is as follows :

- ▶ 1 Sr .CSA for every 1 CSA )The CSA should not be reporting to a Sr .CSA; A Sr .CSA should be a better and more experienced CSA who handles priority calls as mentioned in scope of services (
- ▶ 1 Team Leader for every 15 CSAs/Sr .CSAs or part thereof
- ▶ 1 AM for every 75 CSAs/Sr .CSAs or part thereof
- ▶ 1 QAM for every 30 CSAs/Sr .CSAs or part thereof
- > 1 Trainer for every 60 CSAs/Sr .CSAs or part thereof

At no time the ratio can be more than the proposed size .E.g .if the contact centre has 76 CSA /Sr . CSA then the bidder needs to have 2 Assistant Managers .

There should be a promotional process within CSAs to ensure that better candidates are incentivized . E.g. .CSA to Sr. .CSA, Sr. .CSA to TL etc. .Also, staff trained/employed on NIC's account cannot be shifted to other accounts without explicit prior approval of NIC .

It is clarified here that the NIC shall not make any additional payment in respect of Team Leaders, Assistant Managers, QAMs, trainers etc .deployed by the bidder for taking escalations, supervision and control of CSAs /Sr .CSAs on the floor .

#### **Biometric Attendance system**

The bidders should provision Biometric Attendance system at the locations of the Contact Center and share the attendance reports monthly. The report should minimum include the Name and count of all the Resources (CSA/TSR/Trainer/TL etc.) involved in the Contact Center Operations and the hours of work contributed by each resource

#### **Quality Assurance**

The successful bidder is expected to deploy dedicated quality assurance team for entire duration of the contract .The quality assurance team should be independent of the operations and training team .The quality assurance team is responsible for the following, but not limited to :

- Ensuring that the resources deployed are in confirmation to minimum qualification laid out in Section-4.6
- Monitoring the performance of Customer Service Associate and Senior Customer Service Associate on a sample basis .The sample size shall be mutually agreed between the successful bidder and the NIC .
- Monitoring of 100 % of calls pertaining to sensitive issues like Policy renewal, Claim, Escalaition etc.
- Executing Continuous Improvement Plan )CIP (to exceed the target service levels & KPIs mentioned in this RFP /customer satisfaction.
- Performing root cause analysis for repeated failure in service delivery and sharing the report for the same with the NIC

#### **Reporting and MIS**

#### **Refer Compliance, Section- 5.8**

The successful bidder shall provide a solution to generate standard reports including reports to verify KPI & SLA parameters and regulatory & statutory reports .In addition, it should also be capable of generating adhoc /customized reports /MIS as per the NIC's requirement .Reports should also be available in web-enabled format & should be configurable to be e-mailed to a defined mailing list .

The report format shall be flexible and shall be available either in xls, txt or any other user-friendly structure /format including graphics depending on the request of the NIC from time to time .The successful bidder is required to provide only system generated reports )with no requirement for manual intervention (in order to track the proposed SLAs .

Details of the requirements pertaining to reports and MIS are mentioned in, Section-5.6, 5.7

#### Functional Scope of Work

The scope of services that need to be provided by the successful bidder can be broadly classified into the following areas:

- Business Services
- Inbound
- Outbound
- IVR
- Customer Segmentation
- Resources on-boarding and training
- Resource planning and recruitment
- Resource training
- Ratio of key staff members
- Quality Assurance
- Reporting and analytics
- Regulatory reporting
- MIS and reports for analytics
- Ad-hoc/ Customized reports
- Other requirements x Migration
- Ad-hoc campaigns
- Data archival
- Exit management

The successful bidder is expected to provide a high quality service to the NIC and adhere to the service levels (SLA) mentioned in **Section-2.23** for all in-scope services.

#### **Business Services**

The scope of the business services to be covered by the Contact Centre can be broadly classified into the following categories:

- Inbound Calls
- Outbound Calls
- IVR Function
- Customer Segmentation
- Other Channels & New Initiatives

#### Inbound Calls

Following is an indicative list of services that need to be provided to inbound callers:

S. No.	Category	Description
1	General enquiry and policy related queries on products services of the NIC & third- party products	Final queries will be decided with the winner in consultation of NIC Team
2	Service Requests	Final queries type will be decided with winner in consultation of NIC Team
3	Complaints	Complaints may be expected on any of the NIC's products All service requests related complaints would need to be recorded in the Complaint Management System provided by the Managed Service Provider.
4	Queries on Internet & Mobile	Final queries will be decided with winner in consultation of NIC Team
5	Functional issue	Final list of functional issues will be decided with the winner in consultation of NIC Team
6	Marketing	Final list of market queries will be decided with the the winner in consultation of NIC Team

#### **Outbound Calls**

Following is an indicative list of services for which outbound calls need to be made to current and prospective/ potential customers:

S. No.	Category	Description
1	Lead Processing	Process leads captured from various alternate delivery channels
2	Marketing Functions	Assist NIC to promote the new product and service offering by making outbound calls Capture leads identified while promoting the new Offerings
3	Policy Renewal	Assist NIC to remind customer of renewals by making soft calls and maintaining follow-ups on the same
4	Welcome Calls	Make a welcome call to the new customers on their registered mobile number (serving an additional role of verification check)
5	Continuation of Abandoned Calls	Make calls to customers whose calls got disconnected due to technical/ operational snag.
6	Calls to customers with dormant Policy Holders	Make calls to customers with dormant accounts. account that do not have a transaction for 2 yrs.

#### IVR

The successful bidder is required to design the IVR tree structure in consultation and with the approval of the NIC. The NIC would review the IVR call tree on a regular basis and may suggest changes and customization in IVR tree structure from time to time.

The IVR system deployed by the bidder should have capabilities to authenticate user based on T-PIN or Debit Card/ Credit Card and PIN combination.

Following is an indicative list of functions to be made available on the IVR:

- Policy Status
- Claim Status
- Pin Change
- Payment Request
- > Pls list other services that might be needed on IVR

Additionally, the NIC, at its sole discretion might include more functions on IVR in future.

The successful bidder shall provide feature to broadcast important messages/ advertisements on IVR at no cost to the NIC during the waiting period (when the customer is waiting to talk to agents). The content and time period for such messages/advertisements shall be decided by the NIC. NIC would provide the content for advertisement to be configured on the IVR. The Contact Centre shall create the voice file for the advertisement up to the satisfaction of the NIC.

#### Segmentation

Calls from the segments mentioned below would need to be attended by more experienced, multiskilled/ suitably trained agents:

- Internet and mobile customers
- Corporate/ SME customers
- Calls received from hotlines placed in branches
- Any other segment which the NIC decides to add in future

The NIC expects Sr. CSAs i.e. more experienced and better rated agents for attending the calls related to these customer segments

#### **Other Channels & New Initiatives**

The NIC at its discretion might implement new initiatives at the Contact Centre in future. Below is the indicative list of such initiatives:

- > Setting up of Contact Centre for Regional Rural offices sponsored by the NIC
- > Setting up of Contact Centre for activities related to financial inclusion.
- > Any other project undertaken by the NIC in future

If the NIC decides to implement any of the above (or similar) call based initiatives, the cost of each of such new initiative would be at the agreed FTE rates with the NIC.

NIC will use following channels Below is the indicative list of such channels:

- SMS
- Web-Chat
- E-Mails
- Social Media

For any such non-call based initiative the cost will be negotiated at the time of implementation Capacities

The total capacity of Contact Centre that would be established by the Service Provider will be as under:

- Year 1: Minimum 100 FTE
- Year 2: Minimum125 FTE (including previous year count)
- Year 3: Average 150 FTE (including previous year count)

Initial capacity at the time of cut over will be minimum 100 FTEs (One hundred only). NIC will slowly ramp up the number of FTEs to 125-150 at the proposed locations during the period of the contract. The Service Provider shall not construe this as a commitment on part of NIC for ramp up of FTEs. Ramping-up in terms of number of FTEs and timing of ramping-up will be at the sole discretion of NIC. Service Provider is expected to ramp up/down as per NIC's request at 45 calendar days' notice for up to 10% increase/decrease of FTE; Beyond a 10% increase/decrease of FTE, a notice of 3 months will be given by NIC.

While the number of FTEs may increase / decrease based on NIC's requirements, NIC confirms that the number of FTEs needed, on an average in a year, will not fall below 75% of the number mentioned in the capacity plans above.

The Bidder should have a capacity to expand to 600 FTEs accross 2 or maximum 3 locations The hardware and software should be best in class and have capacity for quick scalability to handle higher volume of contacts as per requirements of NIC in view of integration of several functions and new initiatives

#### Business Continuity and Disaster Recovery Plan for Contact Centre locations

The Service Provider will be operating Contact centres, 24 X7, across 2 or maximum 3 locations which will be interconnected for load balancing as well as Disaster Recovery.

At any point in time, even in DR situation, at least one location must be operational to ensure continued customer service.

The hardware/ equipment infrastructure housed at Managed Service providers data centre must have complete redundancy in HA in fall back option. Each of the two Contact Centres must have primary and secondary fall-back options for connectivity. The secondary equipment at the Data centres must automatically switch over in case of primary infra fail.

All Centres will be functioning concurrently and in case of any exigencies, one centre should be capacitated to handle volumes from the other contact Centre.

The Service Provider must develop, establish and demonstrate robust framework for documenting, maintaining and testing Business Continuity and recovery plan. The DR plan of the Contact Centre should be reviewed from time to time when new Centres come up and the Service Provider should submit changes to the business continuity plan appropriately.

On a quarterly basis (or at frequency defined by NIC at its sole discretion), the Service Provider will need to test the DR plans by cutting over from one location to another and provide results of the same to NIC.

#### **Transition plan**

The Service Provider will be required to provide a detailed Transition Plan within 2 weeks of issuance of LOI. This Transition plan must cover all aspects like readiness of centre, hiring/training of people, technology set up, regulatory licenses, infrastructure build up, operational processes, requirements from NIC etc. and should be supported by a detailed project plan with activities, timelines, dependencies identified.

The transition plan must include migration of existing history/data/service request/TPIN/Call Recording and ability to retrieve/review/use (of existing Contact Centre operations) in new Contact Centre solution.

A core project / transition team must be identified by the Service Provider who will interface with NIC wrt project during the transition phase.

This transition plan will be discussed and approved by NIC.

A weekly project status update will need to be sent by the Service provider followed by a meeting with NIC to track progress against the Project plan and an escalation matrix established. It is expected that the Service Provider will start Contact Centre operations with at least the existing service offerings no later than 90 calendar days from the date of issuance of LOI and complete the entire set up of all the 2 Contact Centres with all the technology and processes within 170 calendar days from the date of issuance of LOI.

Any delay in these dates will attract a penalty as detailed in a later Section.

#### **Data Integration**

Managed Service Provider shall carryout all the integration which will be required for smooth and seamless functioning of NIC's Contact Centre operations. Service Provider would need to integrate their systems/applications with NIC's various systems/applications such that information flows smoothly & securely between Service Provider and NIC while ensuring data integrity and customer confidentiality and adherence to NIC's policies.

The Service Provider shall also ensure integration of their systems with that of other Vendors who are / would be on-boarded by NIC.

#### **Audit Trails of Customer Contacts**

Service Provider will maintain call recordings / screen recordings / audit trails for customer contacts / contact history across all channels/ customer interaction history etc. per retention period as agreed with NIC.

Service Provider will provide access to call recordings /screen recordings / audit trails etc. to NIC through a remote login facility.

Beyond agreed retention period, Service Provider will provide call recordings/screen recordings/audit trails/contact history across all channels/customer interaction history etc. via agreed mode and agreed format to NIC for storage at NIC's Data Centre.

Service Provider will provide the necessary infrastructure at NIC's Data Centre to allow for retrieval & review of these call recordings / screen recordings / audit trails / customer interaction history etc.

#### Refer Section-2.13 == Period of Contract Refer Section-2.11 == Payment Terms

#### Termination

NIC shall have the option to terminate this RFP and any subsequent agreement, in whole or in part by giving Vendor at least 90 days' prior notice in writing. It is clarified that the Vendor shall not terminate this RFP & the subsequent Agreement for convenience.

NIC will also be entitled to terminate this RFP and any subsequent agreement, if the Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and such breach is not cured within thirty (30) Working Days after NIC gives written notice; or

If such breach is not of the type that could be cured within thirty (30) Working Days, The Vendor fails to provide NIC, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to NIC.

Further NIC reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by NIC in the event of any of the defaults occur and the same is not rectified within 30 days from the date of receipt of intimation from NIC with respect of occurrence of such default in case of:

The selected bidder commits a breach of any of the terms and conditions of the bid/contract.

The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.

Supply of substandard material/services shall lead to cancellation of order. NIC reserves its right to cancel the order in the event of delay in implementation of Contact Centre solution and charge penalty for the delay.

If deductions because penalty exceeds more than 3 times in a financial year.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, NIC reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which NIC may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

NIC reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

In addition to this the tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;

A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty-one (21) days;

- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or The other Party becomes the subject of a court order for its winding up.
- An attachment is levied or continues to be levied for a period of 7 days upon effect of the bid. In the event of NIC terminating the contract in whole or in part, NIC may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to NIC for any excess costs for such similar services. The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3)months, and only after completion of the Vendors obligations under a reverse transition mechanism. During this period of Reverse Transition, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels. Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, NIC shall have no further obligation to pay any fees for any periods commencing on or after such date. Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, NIC shall pay to Vendor, within thirty (30) days of such termination or expiry, of the following:
- All the undisputed fees outstanding till the date of termination;
- The Reverse Transition Fees payable as mutually agreed as per reverse transition plan; and Provided the Payment is made only after Reverse Transition Services are successfully provided. Upon the termination or expiry of this Tender and subsequent Agreement.

The rights granted to Vendor shall immediately terminate.

Upon NIC's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Vendor, being used by Vendor to provide the Services and (ii) the assignable agreements, Vendor shall, use its reasonable commercial endeavours to transfer or assign such agreements and Vendor Equipment to NIC and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

Upon NIC's request in writing, Vendor shall be under an obligation to transfer to NIC or its designee(s) the Deliverables being used by Vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated. As part of Reverse Transition

Services, NIC shall have the right, and Vendor shall not object to or interfere with such right, to contract directly with any Vendor's subcontractor.

#### **Effect of Termination**

NIC desires to appoint the Service Provider for a total period 3 year (extendable for a period of 2 year as per NIC's sole discretion), considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement would like to safe guard the interests of all the entities involved in the arrangement. Therefore, NIC would like to have options to revisit the arrangements and terms of contract as well as to re-price the same after the contract term on mutually agreed terms if necessary.

NIC expects the benefits from any un-anticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, increase in the FTE number more than the 25% of expected number of FTE, use robotics automation and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the Service Provider and NIC will cause cessation of services. Only by mutual consent the services can be withdrawn. This would include a well-defined reverse transition mechanism, which would normally require 3 to 6 months and will contain Procedures for transition and migrating to the new Service Provider/NIC or NIC's subsidiary/Joint Venture/Associates.

#### **Governance Structure**

A formal governance structure and engagement model will need to be constituted with representation from Service Provide and NIC's side to review the ongoing performance and operations of the Contact Centre. The frequency of the reviews / meetings, agenda / MIS / dashboards to be shared, representation hierarchy, escalation matrix etc will need to be formulated and adhered to. Initially, it is expected that the functioning of the Contact Centre will be comprehensively reviewed more frequently (e.g. once in a month) with the constituted officers/executives committee in **Kolkata**. Post first six months of operations, once the operations have stabilized, the performance shall be reviewed once a month with Service Provider at the local Centre level and once a quarter at the apex level in **Kolkata**. The quarter for this purpose would mean the periods January – March, April-June, July-September and October-December and quarterly review shall take place in the months of April, July, October and January every year respectively. However, it is possible that at short notice, senior management of NIC may wish to conduct more frequent reviews for which the Service Provider needs to be constantly ready.

#### **Reverse Transition Plan**

Reverse Transition Services are the services provided by the Service Provider to NIC during the reverse transition period. NIC has the right, in its sole discretion, to invoke the reverse transition plan on completion of the 1 years of contract. During the Reverse Transition period, the Service Provider will facilitate an orderly transfer of the Services to NIC/subsidiary/associate/Joint Venture or to an alternative third-party service provider nominated by NIC. Where NIC elects to transfer responsibility for service delivery to a number of Vendors, NIC will nominate a services provider who will be responsible for all dealings with service provider regarding the delivery of Reverse Transition Services. The Reverse Transition Services, to be provided by the Service Provider to NIC shall include the following:

#### Software

The Service Provider shall provide appropriate training to NIC's personnel or its designated persons/agency to enable them to maintain the Software/applications / tools provided under this Agreement. The same shall be scoped and charged additionally at a mutually agreed rate. Service Provider shall ensure that if any data migration is required, the same shall be carried by the Service Provider and a handover to be provided for the smooth transition of the operations.

Additionally, the Service provider will provide a list of sub-contractors used if any, by the Service Provider for maintaining the hardware (including inter alia, servers, PC's, networking, switches, routers, telephony equipment etc.) under this RFP and shall ensure that all such sub-contractors shall enter into separate annual maintenance agreements for maintenance of the hardware maintained under this RFP, upon commercially reasonable terms and conditions as available currently to the Service Provider or better than the same.

#### Knowledge transfer

The Service Provider shall provide such necessary information, documentation to NIC or its designee, for the effective management and maintenance of the Deliverables under this RFP. Service Provider shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services at the Contact Centre

All trainings that NIC feels are necessary to be imparted to NIC or its designee's personnel, the same shall be scoped and charged additionally.

#### People transfer

The Service Provider shall provide the necessary support for transfer of all dedicated resources including all the Agents and their Team Leaders, engaged for rendering services under this RFP to NIC/its designee.

This transfer / rebadging / insourcing of resources will be subject to:

- Only direct resources like agents and team leaders and process hierarchy support would be transferred to NIC/its designee and there shall not be any movement of any other supporting or managerial staff. However, the Service Provider will ensure that knowledge transfer happens to the new management of NIC/its designee.
- To effect the transfer of resources, the Service Provider shall terminate the employment / engagement of such resources as may be directed by NIC.
- The Service Provider shall ensure that the employment contract / engagement letter between the Service Provider and their employees shall provide for such a situation.
- The Service Provider undertakes to pay its employees all benefits/funds created for them at the time of termination of employment / engagement under this clause

#### Parallel Run

The Service Provider agrees that the parallel-run shall continue for a period of 3 to 6 Months, post the notice period of three months, during which the Service Provider shall adequately supervise the hand-over of the various components of the Service Provider 's functions under this RFP at additional cost.

Service Provider must consult with NIC on any Third-Party Contracts between Service Provider and Third Parties that are necessary or useful for NIC or a Third Party to perform the Services and arrange for transfer or assignment of such Third-Party Contracts that NIC wishes to have transferred or assigned to NIC or a Third Party designated by NIC on

#### Licenses / Warranties

All the licenses / warranties held by or in the name of the Service Provider shall be assigned or transferred "As Is" in the name of NIC/its designee. The Service Provider shall execute any and all such documents as may be necessary in this regard.

The Service Provider shall return confidential information and will sign-off and acknowledge the return of such confidential information.

Service Provider shall provide all other Services as may be agreed by the Parties regarding the Reverse Transition Services.

The Service Provider recognizes that considering the enormity of the Assignment, the Transition Services listed herein are only indicative in nature and the Service Provider agrees to provide all assistance and services required for fully and effectively transitioning the Contact Center services provided by the Service Provider under this RFP and subsequent Agreement, upon termination or expiration thereof, for any reason whatsoever to NIC/its designee.

#### Intellectual property rights

The Vendor shall ensure that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. NIC acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, about or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Vendor or its licensor.

The Vendor represents that a separate agreement is required to be entered into by NIC with Third-party Vendors either for statutory or proprietary reasons, notwithstanding the Vendor's obligations for performance. NIC shall enter into a separate Confirmation of License Agreement with the Vendor as per the format provided by NIC, wherein NIC is being granted a license to use the Software solely in the manner set out herein.

During the Term of this Project and, if applicable, during the Reverse Transition Period, NIC grants Vendor a right to use at no cost or charge the Software licensed to NIC, solely for the purpose of providing the Services.

The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.

If a third party's claim endangers or disrupts NIC's use of the Software, the Vendor shall at no further expense, charge, fees or costs to NIC, (i) obtain a license so that NIC may continue use of the Software in accordance with the terms of this Tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

#### Role of NIC's Staff Members in Managerial Positions

NIC requires the Service Provider to deploy the manpower resources required for running the Contact Centre. However, NIC will depute its officers in managerial positions to ensure quality of service and control over day to day functioning of the Contact Centre. The number of NIC employees deputed at the Service Provider's site at any point of time will be of the order of 1 officer for every 40 agents (approximately) and the exact details shall be shared with the selected bidder .The decision of NIC will prevail in every case of dispute. ide workspace/workstation for the Service Provider will have to prov . NIC staff members as well. Bidder would also make appropriate arrangement for the remote access of the necessary information and resources to the designated NIC staff members, as may be required for e Contact Centersmooth operations of th

Further, NIC will extend support for better and timely resolution of the call categories given below:

- Financial Transactions
- Escalations (wherever necessary)

NIC shall also put in place a mechanism of timed and un-timed visits by its senior officers.

NIC will also score a random sample survey of calls on Call Quality as well as barge into calls on a daily basis. For this purpose, administration level permissions to access all sub-systems/ servers (including IVR, CRM, ACD) to monitor and generate reports including those required for cross-verification of SLAs and related payments will be provided by the Service Provider. NIC may also deploy tools to monitor performance of various systems to rule out any possibility of tampering with data likely to affect billing by the Service Provider. Service Provider shall also provide uninterrupted support to NIC's Quality Management Team.

#### **Contact Centre Timings**

The Contact Centre shall operate for 24 hours on all seven days in a week and therefore the Contact Centre will be available to customers on all 365/366 days, except closure to comply with government guidelines (like compulsory holiday declared by local/state/central government).

The Team Leaders, Managers and other support staff are required to be available during whenever the Contact Centre is functional.

Transportation for agents, etc., will be the responsibility of the Respondent.

#### Languages

The Contact Centre shall provide calling services in ten languages –e.g. Hindi, English, Bengali, Tamil, Malayalam, Telugu, Kannada, Marathi and Gujarati. NIC will review its customer profile and contact volume and will have the flexibility to change the languages requirement. The Service Provider should be capable of providing services in other regional languages within a period of 2 months of notification by NIC. The Agent allocation among languages will be decided based on call history and experience. – The initial language allocation would be as below

- ▶ 80 % of the on floor agents should be able to handle voice processes in Hindi and English
- Balance 20 % to be able to handle the other regional language .
- At any given point in time atleast 2% agents should be able to handle each language ( other than Hindi/English)

#### **Execution Overview**

- > Supplier must provide necessary operational model to maintain the SLA.
- Single point of contact for all operational aspects, reviews, changes, improvements and escalations.
- Quarterly review meeting for the service improvement plan.

#### Industrial relations and discipline

The Service Provider will put in place appropriate disciplinary procedures and ensure congenial industrial relations with its employees. NIC shall not intervene in any of the industrial disputes between the Contact Centre employees and management, nor can NIC be drawn in any circumstances in such industrial disputes. The employees of the Service Provider will never be considered as employees (fulltime or part-time or contractual) of the NIC under any circumstances. The employees of the Service Provider will never claim any right to employment in the NIC irrespective of their status of employment with Service Provider. The Service Provider shall be responsible for all the acts/omissions/commissions of the agents and the management staff deployed on the site.

#### Remuneration/Facilities to employees of Service Provider

The NIC will have no obligation to pay any remuneration, reimbursements or incentives to employees or staff of the Service Provider. All the payments due to them shall be paid only by the Service Provider. Further, basic amenities / facilities such as provision of electricity, water connection, toilets, etc. will also be made available by the NIC for use by all the employees of Service Provider at no costs. This does not lead to payment to any remuneration.

#### **Insurance Coverage**

National Insurance Company Ltd.

The NIC will not be liable for any damage/loss to assets, resources and manpower deployed by the Service Provider for Contact Centre operations. Service Provider shall procure all Insurance policies to include requisite insurance coverage as applicable including but not limited to Comprehensive general liability insurance and /or third-party accident insurance to safeguard any eventuality while the employees of the Service Provider are on duty.

#### Compliance to labour laws

- The Service Provider shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and Agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen Compensation Act etc.). The Service Provider shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to their line of activity from time to time, including records and returns as applicable under labour legislations. The Service Provider shall indemnify the NIC against any claims made by any statutory authorities regarding the nonc ompliance of any of the related laws from time to time.
- The Service Provider shall obtain license from the Competent Authority (Central) for hiring on engagement of person or persons for the specific purpose for which the RFP is floated and shall pay minimum wages and other allowances and benefits such as insurance, gratuity, provident fund, pension, bonus etc. to the persons so hired on engaged as per the legislations for force such as Contract Labour (Regulation and Abolition) Act, Minimum Wages Act, Payment of Wages Act and other legislations for the time being in force.

#### **Prevention of Harassment to Women Employees**

The Service Provider shall adhere to provide protection against sexual harassment of women at workplace and put in place appropriate procedures for the prevention and redressal of complaints relating to sexual harassment and for matters connected therewith or incidental thereto as per the extant laws. The Service Provider shall indemnify the NIC against any claims made by any employee in all such matters.

#### **Governance and Management**

The Service Provider will comply with all applicable policies of the NIC, including but not limited to the NIC's Privacy Policy, Information Security Policy, Code of Conduct/Ethics, RBI/NIC's guidelines on outsourcing, IT Security Act and the Do-Not-Call policies and the policies and regulations issued by any Regulatory Authorities including TRAI, IBA, RBI etc. and regulatory authorities of International locations whose customers are being serviced at the Contact Centre.

The Service Provide will comply with all applicable policies / licensing requirements wrt functioning of the Contact Centre eg. DOT OSP licenses etc.

The Service Provider will comply with all regulatory and statutory requirements like Shops & Establishment Registration and will ensure that necessary licenses / registrations are taken and required reporting /monitoring completed.

If any penalty is levied to NIC in respect of noncompliance of any regulatory or statutory requirement then it will be paid by deducting from Service Provider monthly payment or by invoking Performance Bank Guarantee.

Service Level Agreement – Refer Section–2.23

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# 5. Compliances

# 5.1. Platform Compliance

Sr.No	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
1	General Requirement	Proposed Platform should be Hosted in Level 3 Data Centre with Multi Tenanting Capabilities and it should provide NIC separate Tenant with all its data getting stored in a separate data base. No other Tenant should have any kind of access to this database.		
2	Technology	The system should support be a complete Virtualized Omni Channel platform supporting all type of interactions. For voice calls it should support IP or SIP as well as TDM. The TDM can be supported through an external Gateway. It should also support Email, Chat, Social Media and Data Channels like SMS and USSD integrations		
3	Open Standards	System shouldn't require any proprietary hardware, and should support Standard SIP with Web Browser based application Access		
4	Interface	Should be compatible with all telecom interfaces or Telecom Service providers		
5	Type of Interfaces	It should compatible with ISDN PRI, Analogy trunks, H.323 trunk, SIP trunk. It should also provide facility to integrate with GSM, Radio devices.		
6	Type of Extension Support	Analog, SIP (3rd party SIP phone), Wireless IP Phone		
7	Expansion of Extensions	IP Telephone extensions should be expanded based on quantities of data switch ports available		
8	System Design	The Telephony platform should be modular, expandable, embedded IP server- gateway/server based architecture, supporting COTS operating system in virtualized environment. The system shall have hot standby/Active-Active arrangement so that it should continue to operate in case of failure or maintenance of main processor or power supply or interfacing card or CPU etc. The system should support IP or SIP as well as TDM. The		

Sr.No	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
		TDM can be supported through an external Gateway.		
9	Conferencing	System user should be able to Conference 5 Parties in Call		
10	ACD And CTI Support	Support for ACD Contact Centre with CTI and advance call routing		
11	Call Center Communication Support			
12	Outbound Calling Support	The system shall allow outbound calling from the IP Phones.		
13	Local Announcement	The system shall support local announcements and music on hold.		
14	Directory Service Integration	System should be integrated with Active Directory of NIC		
15	General Requirement	The system shall be able to provide interface to ISDN PRI through third party Gateways		
16	Features	The system shall be able to provide following features like Basic Call Setup, Name and Number Support, Transit Counter, called or Calling or Busy or Connected Name and Number, Name Identification, Diversion (Call forwarding), Diversion (Call forwarding) with Reroute Call transfer.		
		The system shall have inbuilt web-based software for administration and maintenance of the system. It shall provide the following features: ► The software shall provide GUI based interface for configuration and management of the system. ► The Software shall integrate with NMS and provide real-time information or alerts and reports regarding health status e.g. up or down status, performance & resource utilization statistics etc. of the system and its components. ► The system shall maintain the accounting and authorization logs of the users accessing the components of system. The logs shall include information about users who have login into the		

Sr.No	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
		system. ► It shall be possible to schedule tasks. The tasks could be one or more operations that the user can specify to run at a predetermined date and time.		
		The system shall have inbuilt web-based software for administration and maintenance of the system. It shall provide the following features: ► The software shall provide GUI based interface for configuration and management of the system. ► The Software shall provide real-time information or alerts and reports regarding health status e.g. up or down status, performance & resource utilization statistics etc. of the system and its components. ► The system shall maintain the accounting and authorization logs of the users accessing the components of the telephony system. The logs shall include information about users who have login into the system. ► It shall be possible to schedule tasks. The tasks could be one or more operations that the user can specify to run at a predetermined date and time. ► It shall provide reports about station alarms, trunk analysis, processor occupancy, system capacity etc.		
		The system should provide complete inbuilt encryption capabilities or features without any external firewall, with the ability to encrypt all traffic (media and call control signalling) between IP phones, soft phones, call controllers and all other associated endpoints via a strong encryption algorithm like IPsec or SRTP etc.		
		The system shall provide features viz. silence suppression, comfort noise and voice activity detection.		
		It shall provide some features as give below but not limited to these this list. It can be expand further based on requirement ► Call forward all, call forward while busy, call forward if no answer ► Call hold, Call Drop and retrieve ► Call Waiting and Retrieve (with configurable audible alerting) ► Call Join ► Call status (state, duration, number) ► Conference for at least 5 parties ► Missed call information on IP phone ► Directory dial from phone ► Hands-free, speakerphone ► Last number redial ► Malicious Call ID and Trace ► Abbreviated Dial, Speed Dial		
		The system should have IP address and connected to the network		

Sr.No	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Remarks
		The system must support log services for both Internal and External commands and configuration history for at least 30 days		
		System should support remote users without IP Phone, System should be able to provide voice communication with in Browser Application, without requirement of installing any thick client.		
		System should support remote users without IP Phone, System should be able to provide voice communication with in Browser Application, without requirement of installing any thick client.		
	CDR	Solution shall support Interaction Data Records for all types of Interactions including Chat, Email and Voice call for ease of corelating different interaction related to single incident or citizen. Every successful/unsuccessful interaction Data record should be generated for all type of Media		

# 5.2. ACD compliance

Sr. No	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
ACD.REQ.001	General Requirement	ACD (Hardware & Software) shall be provided in high availability configuration.		
ACD.REQ.002	General Requirement	Bidder should propose Multimedia ACD which should be able to handle Multimedia Interactions. ACD should offer Universal Q for all the interactions including Email, Webchat, Social Media Chat (WhatsApp and Facebook), Blended Voice Interaction Inbound and Outbound. All the license quoted should be Multimedia License		
ACD.REQ.003	HTML 5 Client	Department has envisaged this system to be an Application Centric communication system, so all the users including Communication officer and Dispatcher should be provided with OEM Application to handle Multimedia interactions. This Application should be a Web Based Application developed in open standard HTML5		

Sr. No	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
ACD.REQ.004	HTML 5 Client	HTML 5 Client should be able to handle Multimedia Interactions and should provide built in Voice Stack to Handle Voice without requirement of Hard phone or softphone		
ACD.REQ.005	HTML 5 Client	HTML5 Client should have built in IM capability and should be able to handle Agent- Supervisor IM without any need of third party IM platform		
ACD.REQ.006	HTML 5 Client	HTML5 Client should have built in Mini Dashboard (Pls. write a brief about MINI Dashboard)		
ACD.REQ.007	HTML 5 Client	Pls. add any other point I have missed and should be added for TP		
ACD.REQ.008	General Requirement	ACD should be capable to identify Officers availability into the particular state Contact Centre and route the call to the identified Contact Centre. ACD should support selective call routing based on Officer capability. Eg. 112, 181 and 108		
ACD.REQ.009	General Requirement	The ACD system shall be able to handle call & IP Phone as per capacity defined in scope		
ACD.REQ.010	General Requirement	ACD functionality should be supported to propose Operating system		
ACD.REQ.011	General Requirement	System should support skill base routing, multiple group support, priority handling and Queue status indicator. It is desirable that calls to certain trunk groups or to certain dialled numbers be assigned a higher priority than other calls and that calls which overflow from another split be queued ahead of other calls.		
ACD.REQ.012	General Requirement	System should support all Contact Centre Officers as per requirement on a server and can be scalable by 50% minimum of existing Officer		

Sr. No	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
ACD.REQ.013	General Requirement	The ACD should support help or assist on Officer's phone. Officer can use this functionality to request help from the split supervisor. This functionality automatically dials the split supervisor's extension and connects the Officer to the supervisor. Current call should go on hold as the Officer use this functionality.		
ACD.REQ.014	Call overflow	The system should support call overflow routing e.g. if there is a queue in particular ACD group and another group is sitting idle, system should be able to transfer the calls to another group based on the settings defined by the administrator.		
ACD.REQ.015	Virtual Seating or Free Seating	The proposed system must support the concept of virtual seating. Officers can log-on from any "soft phone" instrument within the system. Officers on the proposed system will be logically defined, rather than requiring a "soft phone" extension and termination. Each Officer on the system must have an individually assigned log- on identification number which permits individual statistics to be collected by the ACD management information system.		
ACD.REQ.016	General Requirement	Automatic call distributor device should have capability to distribute the calls based on Skill level of the Officer like efficiency of the Officer and work load		
ACD.REQ.017	General Requirement	Automatic call distributor device should have Least Occupied Officer details		
ACD.REQ.018	General Requirement	Automatic call distributor device should have some functionality where Supervisor can observe the Officer pattern or silently monitor the Officer		
ACD.REQ.019	General Requirement	Automatic call distributor device should have functionality to provide best service to the caller like listen only, listen and talk only etc.		
ACD.REQ.020	General Requirement	Automatic call distributor device should have local treatment for IP & ISDN		

Sr. No	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
ACD.REQ.021	General Requirement	Automatic call distributor device should allow to compare specified skills, identify the skill that will provide the best service to a call, and deliver the call to that resource. If no Officers are currently available in that skill, the call is queued. To respond to changing conditions and operate more efficiently		
ACD.REQ.022	General Requirement	Automatic call distributor device should have expected Time for waiting in routing and		
ACD.REQ.023	General Requirement	Automatic call distributor device should have Call Center Location Preference Distribution		
ACD.REQ.024	General Requirement	Automatic call distributor device should have Call Center Support for Locally Sourced Music and Announcements for calls that have been put on wait		
ACD.REQ.025	General Requirement	Automatic call distributor device should have an integrated Contact Centre functionality for IP or non-IP Officers.		
ACD.REQ.026	General Requirement	Automatic call distributor device should support load balancing of all calls		
ACD.REQ.027	General Requirement	Automatic call distributor device should support for multiple announcements be played to a caller.		
ACD.REQ.028	General Requirement	Automatic call distributor device should be able to track remote activity. The tracking for off-premises Officers must be the same as that for on-premises Officers.		
ACD.REQ.029	General Requirement	Automatic call distributor device should support to provide Officer to be seen in a real-time view on a supervisor's workstation & Officer's activity should also show up on standard report		
ACD.REQ.030	General Requirement	Automatic call distributor device should redirect unanswered calls.		
ACD.REQ.031	General Requirement	Automatic call distributor device should provide the capability to the supervisors for logout Officers from their own voice terminal without having to go to the		

Sr. No	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
		Officer's desk & it could be possible from a remote location.		
ACD.REQ.032	General Requirement	The proposed system should support all states Contact Centre environment with multiple distinct sites as a single virtual Contact Centre operation. It should also have a capability to allocated call between sites based upon Officer skills, Officer availability, queue times, and other criteria.		
ACD.REQ.033	General Requirement	Automatic call distributor device should support automated load-balancing capabilities and customized conditional routing capabilities. Proposed system should allow the comparisons to be made in queue conditions before routing calls so that split or skills are not overloaded or it can be made in queue conditions after routing calls to determine if calls should be re-routed to alternate destinations		
ACD.REQ.034	General Requirement	Automatic call distributor device should be able to collect request information, such as a zip code or account code, before the call is sent to an Officer and then route the call based upon that information. The system must have the ability to prompt a caller for information in terms of digit		
ACD.REQ.035	General Requirement	All calls for each ACD group (Skilled or Hunt) must be redirected to a different extension after hours. Supervisors must be able to activate this from their voice terminal. Each group may have different hours of operation.		
ACD.REQ.036	General Requirement	Automatic call distributor device should provide alternate routing automatically based upon time of day and day of week		
ACD.REQ.037	General Requirement	Automatic call distributor device should use the estimated wait time or average speed of answer to make routing decisions.		

Sr. No	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
ACD.REQ.038	General Requirement	The routing commands of the Automatic call distributor device should obtain information from another source like TSP interface or a database before routing the call		
ACD.REQ.039	General Requirement	Both Officers and supervisors should be notified via the telephone indicators when thresholds are reached for individuals and groups.		
ACD.REQ.040	General Requirement	Automatic call distributor device should have a capability for Officers to record personalized greetings that can be played to the caller prior to connection to the Officer.		
ACD.REQ.041	General Requirement	Calls can be queue to an individual Officer. Officer should be notified and a delay announcement be provided if the call queues for an individual Officer who is on another call.		
ACD.REQ.042	General Requirement	Automatic call distributor device should support to force the Officers to be put into an ACW (After call work) state for a predefined period of time in order to provide rest time between calls, pace calls to the Officers, or limit the amount of time an Officer spends in completing wrap-up work		
ACD.REQ.043	General Requirement	Automatic call distributor device should be capable to define certain Officers as "reserve" Officers for certain skill sets.		
ACD.REQ.044	General Requirement	When interflowing calls between sites, automatic call distributor device should take advantage of Network Call Transfer and Deflection provided by the public switch telephone network to redirect an incoming ISDN call without requiring trunks to be tied up at the original destination after the call rerouting takes place.		
ACD.REQ.045	General Requirement	Automatic call distributor device should allow to change or add or remove Officer skill dynamically while Officers are on calls.		

Sr. No	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
ACD.REQ.046	General Requirement	Call should be routed to IP Phone and call related signal should be exchanged with the PC attached to the respective Officer		
ACD.REQ.047	General Requirement	ACD or CTI should provide interface to signal call release, call hold, requests from call taker Officers		
ACD.REQ.048	General Requirement	ACD system shall allow a call facility for Officer. If a call taker enters clerical mode that will be signalled to ACD call will not be routed to that Officer until it becomes free		

### Voice Recording Compliance

Sr. No	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
VRS.REQ.001	Recording	System should be able to record Multimedia communication including Voice, Screen, IM, Email Transcript		
VRS.REQ.002	Recording	Recording Software should be part of ACD vendor solution and should record all interactions coming through Multimedia Q		
VRS.REQ.003	Recording	The recording software must provide a single license that can support recording on all IP Phones.		
VRS.REQ.004	Recording	The recording software must be able to record calls coming on any type of trunk line like PRI/IP and system should also record internal calls.		
VRS.REQ.005	Recording	The recording software should also be able to record IP endpoints		
VRS.REQ.007	Recording	The software should record inbound multimedia Interaction		
VRS.REQ.008	Recording	The software should support for search and replay of multimedia interactions from a Web Based interface		
VRS.REQ.009	Recording	The software should have Rules-based storage and recording		

Sr. No	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
VRS.REQ.010	Recording	Tag or classify calls with user-defined labels for simplified search and replay		
VRS.REQ.011	Quality Recording	The software shall provide screen recording by 5% of total recording for quality and training purpose		
VRS.REQ.012	Quality Recording	The software should allow for voice only, data only, or voice and data recording based on specific event triggers		
VRS.REQ.013	Quality Recording	The software should support selective recording based upon user-defined business rules		
VRS.REQ.014	Quality Recording	The system should show the status of the Officers, which Officers are logged on.		
VRS.REQ.015	Quality Recording	The software should allow for the automatic refresh of the logged-on Officer display.		
VRS.REQ.016	Quality Recording	The software should be able to provide real-time Officer monitoring.		
VRS.REQ.017	Storage	The software shall be able to provide online, and offline storage capability in any combination.		
VRS.REQ.018	Storage	Desires an open storage platform that can provide instant access to any recording with any amount of SAN storage desired.		
VRS.REQ.019	General Requirement	Should provide facility to store voice digitally in central database. Recording file shouldn't be searchable from File System Recording should be encrypted to protect against misuse of recording files and it should be played with system provided tools		
VRS.REQ.020	Storage	Archival to network attached storage or network drive should be included as a standard component with the recording platform		
VRS.REQ.021	General Requirement	Recording of each call should be stored in the system. Recording should be available for citizen to download the file through citizen mobile application also.		

# 5.3. Multimedia Compliance

Sr. No	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
MS.REQ.001	General Requirement	Department is looking for a Single platform which can handle Multimedia interactions routed through Unified Q. Proposed system should be allow any user to handle any type of media depending upon operations requirement		
MS.REQ.001	General Requirement	All the multimedia Communications should be handled through HTML5 Client provided by OEM. HTML5 Client should offer different type of call controls based on type of Interactions. Client should also have a provision for Canned Phrases to avoid typing standard response for Chat and Email interactions handling		
MS.REQ.002	General Requirement	The system should allow non-voice communication channel like email, web chat and SMS to be routed to Officer based on skill set and Officer availability and should route them through Universal Q to avoid dedicated resources for Multimedia calls handling		
MS.REQ.003	Email Channel	System should allow Administrator to assign priority to Media type, for example for certain Q, Administrator might decide Voice will be highest priority and for certain Q Admin might assign Chat calls as higher priority		
MS.REQ.004	Email Channel	System should assign different queuing priorities to the first email a user sends and all subsequent emails they send as part of the same conversation		
MS.REQ.005	Email Channel	System should automatically inform the contact (via email) that their email has been received		
MS.REQ.006	Email Channel	System should be capable to distribute mails based on keywords in the subject or the body of the emails. Different rules can be used to route the mail to the right Officer or queue		
MS.REQ.007	Chat Channel	The Web chat solution is required for users that prefer web chat as a medium to communicate with the Officer. Solution		

		should provide SDK to ensure Chat Facility can be enabled in Mobile Applications	
MS.REQ.008	Chat Channel	The web chat solution must route the chat user to the respective Officer in the relevant state	
MS.REQ.009	Chat Channel	An administrator should be able to configure the standard chat messages that will be presented during establishment of a chat session	
	Chat Channel	System should allow Officer to handle Multiple Chat Sessions.	
MS.REQ.010	SMS	The proposed solution is required for the users that prefer SMS as a medium	
	Social Media	Proposed Solution should integrate with WhatsApp and Facebook messenger and route these chat requests through Universal Q	

## 5.4. CTI

S.N.	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
CTI.REQ.002	General	The CTI shall be capable of integrating with other application like CRM as per requirement. CTI platform should provide a GUI based integration platform to integrate and configure integrations services like Webservice		
CTI.REQ.003	General	CTI should be an inherent part of Contact Centre platform and shouldn't be dependent on independent server, machine or CTI links		
CTI.REQ.004	General	The CTI platform shall be able to provide caller related information like CLI, Email address, WebChat Display name etc. Platform should also be able to provide menu traversal information as part of Screen Pop UP		
CTI.REQ.005	General	The CTI link shall be able to pass events and information of Officer states and changes in Officer states as well as incoming calls to the computer applications, e.g.: - If the customer calls from the same no. from which caller had called earlier (registered or unregistered), the CTI platform shall be able to automatically fetch		

S.N.	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
		and display at least last 5 service requests details for that customer.		
CTI.REQ.006	General	The CTI shall maintain the accounting and authorization logs of the users accessing the components of the telephony system. The logs shall include information users who have logged-in into the system and the specific commands entered by them.		
CTI.REQ.007	General	Management Access to the system shall be secure. Access mechanisms viz. SSH, HTTPS shall be used to facilitate user authentication, authorization, accounting (AAA) using LDAP or Active directory or Directory services etc. and provide information about users who have login into the system and the specific commands entered by them.		
CTI.REQ.008	General	It shall have web-based GUI console for administration, configuration & management of the system, Real-time information or alerts and reports regarding health status e.g. up or down status, performance & resource utilization statistics etc. of the system shall be available through this console.		
CTI.REQ.009	General	The system shall be SNMP (Simple Network Management Protocol) manageable such as SNMP v1, SNMP v2c and SNMP v3 protocols. It shall be able to send SNMP traps to the configured Network Management System (NMS)		

### 5.5. Outbound Dialer

S.N.	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
OBD.REQ.001	General Requirement	The dialler should be an integrated part of the proposed contact centre solution and Outbound Calls should be routed through Unified Q to support Multimedia Blending		

		-	
OBD.REQ.002	General Requirement	The Officer should be able to dial the particular distress caller number in case of emergency	
OBD.REQ.003	General Requirement	The dialler should support outbound preview dialling, either automated or Officer-initiated	
OBD.REQ.004	General Requirement	The dialler should provide campaign management tool for supervisors to manage the campaigns	
OBD.REQ.005	General Requirement	The dialler should have the capability to fetch missed calls data from the ACD and dial out whenever the Officer is available	
OBD.REQ.006	General Requirement	The system should be able to perform a screen pop with caller information based on the campaign	
OBD.REQ.007	General Requirement	The dialler should support campaign management for data selection.	
OBD.REQ.008	General Requirement	General Requirement The dialler should support Do not call list	

# 5.6. Reporting

S.N.	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
RS.REQ.001	General	The reporting system (hardware or software) shall be provided in hot standby configuration.		
RS.REQ.002	General	Reporting System Should be able to support multimedia interactions in Multimedia Automatic call distributor (ACD)		
RS.REQ.003	General	The system should support up all the configure Officers		
RS.REQ.004	General	The system shall provide both real-time information and historical reports.		
RS.REQ.005	General	The system shall allow the user to set threshold on the Contact Center parameters, which shall be notified in the form of different colour on the screen of the users		
RS.REQ.006	Search or filter Criteria	There shall be provision to sort and filter the reports based on various criteria via date and time, Officer ID etc.		

S.N.	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
RS.REQ.007	Report Type	Following category of real-time information & historical reports shall at least be available with specific dates and time with options of hourly, daily weekly and monthly, yearly in report criteria. i. ACD Reports: Officer Login and Logout Reports ii. Officer State Changes Report iii. Queue Reports iv. Abandon Call Reports v. Call by Call Details Report vi. Officer or Call Taker Performance Reports: Average Hold Time per Officer or call taker, Average Call Handle Time per Officer, No. of calls handled per hour or per shift per Officer, Login & Logout duration per Officer vii. Call volume reports - number of calls during each hour, number of abandoned calls, number of incomplete calls, busy signals and rollovers, length of calls, percentage of calls answered and serviced vs. total calls received, etc.		
RS.REQ.008	Summary and Detailing	Both summary and detailed reports shall be available by the system		
RS.REQ.009	Detail Report	Display call detailed reports including caller numbers, dialled number, call transfers etc.		
RS.REQ.010	Outcalls Detail	Allow reports on outcalls made using system to which number and by which Officer or call taker		
RS.REQ.011	Calls data Detail	Provides detailed data for calls in which the caller waited in queue, using the following parameters: i. Queue time ii. Caller abandons iii. Specified set of skills		
RS.REQ.012	Hold Call Detail	Provide details of calls in which the caller is placed on hold, using the following parameters: i. Hold time ii. Number of holds per call iii. Caller abandoned from hold iv. Officer or Call taker disconnected first		
RS.REQ.013	Customization reports feature	The reporting platform shall provide report customization capability.		
RS.REQ.014	Report format	It shall be possible to export, save and print the reports in various formats viz. Excel, pdf and text files		
RS.REQ.015	Statistics	The system shall provide Officers with the real-time statistics on their desktop in form of a wallboard. Officers should get a notification if they exceed any pre-defined thresholds in form of a colour change on this wallboard. eg. the wallboard display		

S.N.	Nature of Requirement	Minimum Requirement Description	Requirement available (Yes or No	Bidders Remarks if any
		changes if a live call duration exceeds a threshold defined for calls		
RS.REQ.016	Schedule Report	It shall have feature to schedule generation of reports and automatic delivery of scheduled reports to e-mail. It shall also allow automatic delivery of both manually generated and scheduled reports to a file directory or folder		
RS.REQ.017	Archive	It should be possible to archive or store certain data for more than one year. Such selected data could be electronically flagged to enable easy classification and then separate storage also.		
RS.REQ.018	BI Integration	System should be capable to integrate the data with BI tools for data analysis		

### 5.7. MIS

	Functional requirement	Bidder's Compliance (yes/No)	Bidders Remarks if any
Sr. No.	Particulars		
1	The system should provide below reports:		
1.01	Number and details of welcome calls made to customers		
1.02	Number and details of collection calls made to customers and their outcome		
1.03	Number of leads generated and qualified by Contact Centre/branch		
1.04	Number of sales done by cross sell and upsell of products to existing customers		
1.05	Caller IVR Selection (Start to Finish)		
1.06	Total amount of time callers had been on IVR		
1.06.1	Detailed		
1.06.2	Summary		
1.07	Number of calls		
1.07.1	Total Number of Calls		
1.07.2	Number of calls dropped on the IVR stage		
1.07.3	Number of calls diverted to contact centre agents		
1.08	Queues analysis		

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	Functional requirement	Bidder's Compliance (yes/No)	Bidders Remarks if any
1.08.1	Number of waiting calls		
1.08.2	Average call time		
1.08.3	Longest waiting time		
1.08.4	Abandoned calls		
1.09	Agent reports (Summary for All the Agents, Summary by Queue, and Detailed by Agent)		
1.09.1	Login & Logout time		
1.09.2	Average answer time		
1.09.3	Average talk time		
1.09.4	Average handling time		
1.09.5	Idle time		
1.09.6	Time agent is ready		
1.09.7	Number of web-chats		
1.09.8	Average chatting time		
1.09.9	Number of e-mails received and responded		
1.09.10	MIS of recorded calls		
1.09.11	Number of call-backs		
2	The system should have ability to provide real time call statistics as a dashboard.		
3	The system should have ability to provide real time call statistics display on a large LCD screen at the Contact Centre		
4	Users of the Historical Reports should be able to perform the following functions: View, print, and save reports, sort and filter reports, send scheduled reports to a file or to a printer, export reports in a variety of formats, including PDF, RTF, XML, and CSV		
5	All SLAs and KPIs to be tracked as per contractual requirements should be available as standard reports from the system.		
6	The service provider is required to provide the following reports to the bank		
6.01	Daily Reports		
6.02	Weekly Reports		
6.03	Monthly Reports		
7	The system should support graphical representation of the report		

	Functional requirement	Bidder's Compliance (yes/No)	Bidders Remarks if any
8	The system should support tabular representation of the report		
9	The system should support historical and real-time reporting capabilities		
10	The system should support selection of report based on following:		
10.01	Target		
10.02	Account		
10.03	ACD		
10.04	Service		
10.05	Archiving of reports		
11	PMJDY reports		
12	SLBC reports		
13	PMJDY, SLBC abandon calls, outbound reports		
14	attrition reports		
15	Quality reports		
16	Training reports		
	Other Reporting Requirements		
17	The NIC requires the system to support user defined reports		
18	The NIC requires the system to support web publishing of reports		
19	The NIC requires the Tele-banking application engine to provide integration with standard report writers to support user defined reports		
20	The NIC requires support for system and user generated alerts (event based)		
21	The NIC requires support for reports for IVR script execution status		
22	The NIC requires support for reports for IVR script execution flows		
23	The NIC requires the system to ensure complete log of all successful/unsuccessful events/accesses to the system/database by users, resources used and actions performed (including recording all changed values where applicable)		

	Functional requirement	Bidder's Compliance (yes/No)	Bidders Remarks if any
	Audit Trail		
24	The NIC requires the system to provide comprehensive audit trail features such as:		
24.01	Daily activities log is merged into the history log files		
24.02	Date, time and user-stamped transaction list are generated for different transactions		
24.03	Do transaction screens display system information including Function ID and Name, Processing Date, Current Time, Current User		
24.04	Daily activity reports are provided to highlight all the transactions being processed during the day		
24.05	Support for recording of Unsuccessful attempts to log-in to the system		

## 5.8. CRM

Sr. No.	Functional requirement	Bidder's Compliance (yes/No)	Bidder Remarks, if any
1	The system should be able to support all functionalities given below:		
1.01	Agents should be able capture/log details of each call in the CRM system which should be easily accessible by the Bank's officials		
1.02	Relevant screen pop-ups to the agents along with the details of previous calls during the last 30 days, on the agent's desktop based on DNIS (Dialled number identification sequence) etc.		
1.03	The system should capture all customer related interactions (queries / complaints / enquiries) through various channels like Call, Email etc. NIC shall consider social media as a channel, over a period of time		

Sr. No.	Functional requirement	Bidder's Compliance (yes/No)	Bidder Remarks, if any
1.04	The system should have screens for creating and tracking interactions related to queries, requests and complaints and for creating and managing campaigns and leads		
2	The system should allow for manual verification through the following data from the Pop-Up Screen:		
2.01	Date of Birth		
2.02	Place of Birth		
2.03	Mother's maiden name		
2.04	Contact Number		
2.05	PAN/ TAN		
2.06	Aadhar		
2.07	CIF Number		
2.08	Customer Name		
2.09	ATM Card Number		
2.1	Any other identifier which NIC decides		
3	The system must have these summary items as first screen/ easily navigable screen that can be immediately seen on call being routed to the Agent:		
3.01	Name		
3.02	Mother's maiden name		
3.03	Residential Address		
3.04	Office Address		
3.05	Contact Number		
3.06	Date of Birth		
3.07	PAN/ TAN		
3.08	Aadhar		
3.09	Debit Card No.		
3.1	Customer Constitution		

Sr. No.	Functional requirement	Bidder's Compliance (yes/No)	Bidder Remarks, if any
3.11	Pls. add policy related details with this customer		
3.12	KYC status of the customer along with details of various KYC submitted by the customer.		
3.13	CIF Number		
3.14	Policy details, Claim details ??		
3.15	List of various other services availed by the customer through NIC like Insurance scheme details, Demat, Trading Investment, Locker, NPS details etc.		
3.21	Any other field proposed by NIC		
4	The system should allow agents to see all the accounts associated with the customer on call (Owned, Joint a/c holder, Guarantor or any other relationship)		
5	The system should allow agents to view details of accounts the customer has access to. The details include account number, account type, balances. The different types of accounts supported are operative account, loan accounts & deposit accounts.		
6	The system should allow agents to view various types of balances related to an account like account balance, available balance, Limit, DP, Uncleared balance, Hold Balance, Rate of Interest and Penal Interest Rate etc.		
7	The system should allow agents to view overdue amount of various accounts held by the customer along with the IRAC status. Next Due date and Last instalment paid date		

Sr. No.	Functional requirement	Bidder's Compliance (yes/No)	Bidder Remarks, if any
8	The system users should be able to query on account transactions based on various parameters including transaction date range, transaction amount range and transaction type		
9	The system should have ability to sort all transactions based on date		
10	The system users should be able to view details of any transaction		
11	The system users should be able to view additional details of the loan account like Loan Expiry Date, Number of Principal Demand Instalments in Arrears, Principal Demand Arrears, Number of Interest Demand Instalments in Arrears.		
12	The system users should be able to view details of deposit accounts like Maturity date, Maturity Amount, Interest Rate, Tax deducted, Interest credited and projected interest of all accounts of the customers (to know the tax liability) and 15G, 15H submitted or not		
13	The system should allow users to view whether Life certificate is submitted or not in case of pensioner a/c, if submitted then date of submission		
14	The system should be able to provide details whether nominee has been registered or not in operative accounts.		
15	The system users should be able to view collateral details of overdraft accounts including collateral type, collateral description and value.		
16	The system users should be able to view complete cash flow i.e. principal and interest flows attached to a particular loan account.		

Sr. No.	Functional requirement	Bidder's Compliance (yes/No)	Bidder Remarks, if any
17	The system users should be able to view loan account details including sanction date, sanctioned amount, disbursed amount and current liability, arrear details etc.		
18	The system users should be able to view the repayment schedule, disbursement schedule details and collateral details for loans		
19	The system should enable setting up of calculators for assessing the interest payable on retail loans (based on the type of loan, tenor and payment option indicated by the user.		
20	The system should have ability to mark calls as closed, open, call back on a certain date & time etc. with his specific remarks in detail. System will route the call on reminder date and time to an Agent who is free for follow-up		
21	The system should provide below details for product sales on an Inbound call:		
21.01	The agent will get a popup indicating the NIC products that are suited for the customer when the customer calls the contact centre Agent		
21.02	System should dynamically identify potential products for Cross Sell/ Up Sell based on customers profile, transaction pattern and any other parameter defined by the bank		
21.03	Once the customer is informed of a specific product it will be marked as "Informed" so that it will not be repeated for a pre- defined time to that customer		

Sr. No.	Functional requirement	Bidder's Compliance (yes/No)	Bidder Remarks, if any
21.04	System should flag the products that customer is interested in and auto queue the customer details for outbound calls		
21.05	System should have a capability to identify reminder alerts for the future date as requested by the customer for follow-up calls for any Cross Sell/ Up Sell opportunities		
22	The system should have appropriate escalation Management of open calls to senior agents/ supervisors/ branch officers		
23	The system should have the ability to send emails and SMS notifications to customers at various key touch points		
24	The system should have an effective feedback capture screen		
24	The system should have ability to export data into different file formats		
25	The system should have the ability to read birthday dates from CBS so that agents can wish the customers		
26	The system should provide support for online performance management:		
26.01	The system should have ability to define KPI's in the system		
26.02	The system should have ability to view KPI for the overall Contact Centre performance against the defined KPI (Can be seen by NIC officers, Quality managers and Supervisors only)		
26.03	The system should have ability to view KPI for specific agent performance against the defined KPIs (can be shown by the agent him/herself or the Supervisor/Manager)		

Sr. No.	Functional requirement	Bidder's Compliance (yes/No)	Bidder Remarks, if any
27	The system should have security features enabled to ensure that Agent/contact centre cannot perform any debit / transfer transactions.		
28	If customer is not able to perform card hot listing through IVR (Ex: Does not have TPIN), CRM system should have the ability to open the bank's portal from within CRM for agents to perform the hot-listing		
29	Knowledge Base module is available with at least the following capabilities:		
29.01	Contact centre Procedures		
29.02	General information (Locations for branches and ATMs, Products information, Products/Services Fees)		
29.03	Changes in the products and services		
29.04	Frequently Asked Questions (FAQ)		
29.05	Configurable list of users who can edit the knowledge base database		
29.06	Searching capabilities in the knowledge base		
30	The system should have ability to load complains in Bank's Complaints Management System through IVR or email, etc if possible to resolve the complaint passing on to Bank's functional department, tracking the complaint for closure and coordinating with Bank's Grievance Redressal system		

## 5.9. Statutory

Sr.	Functional requirement	Bidder's Compliance	Bidder Remarks, if
No.		(yes/no)	any
1	The system must comply with all the statutory/regulatory requirements. Following is an indicative (not		

Sr. No.	Functional requirement	Bidder's Compliance (yes/no)	Bidder Remarks, if any
	exhaustive) list of such compliances required:		
1.01	Compliance of TRAI Regulations		
1.02	DND Compliance		
1.03	Compliance of labour laws		
1.04	Compliance of tax laws		
1.05	Compliance pertaining to software licenses		
1.06	Compliance of local Govt. bodies rules		
1.07	Compliance of DoT guidelines		
2	The Vendors shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub- contractors and agents. The Vendors shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to them from time to time,		

## 5.10. IVR

Sr. No	Minimum Requirement Description	Requirement available (Yes or No	Customized	Bidders Remarks if any
1	IVR should be capable enough of transferring data collected over IVR to the agent interface e.g. Queue Name, Agent ID, Call ID, IVR input selected by caller.			
2	IVR should have capability of masking/encrypting the data to ensure the safety of sensitive information.			
3	IVR designer should have Multi-language support			
4	IVR should have inbuilt functionality to play Date time values, Numerical values, and textual messages.			
5	The system should contain an online debugging tool to debug online IVR flow (output of each block to be given and on pressing key next module to be activated). Different debugging levels to be configurable (e.g. warning, error, information, debugging) – please describe			

## 6. Annexures

#### Annexure1 (Vol-II) – Technical Bid Letter

#### **Technical Bid Letter**

To, Chief Manager - IT, IT Department National Insurance Company Ltd. 3 Middleton Street, 4<sup>th</sup> floor, Kolkata - 700 071 Phone No: 2283-0795 Fax No: 2283-1740 Email: <u>ds.pente@nic.co.in</u>

#### Ref.: RFP Number - NIC/IT/RFP/CC/RFP/05/2017

Date: .....

Sir, We hereby declare

- We/our principals are equipped with adequate manpower / machinery / technology for providing the Products and Services as per the parameters laid down in the Master Document and RFP/CC/05/2017, (Scope of Work, as in Volume-II) and we are prepared for live/technical demonstration of our capability and preparedness before the representatives of NIC. We/our principals are also equipped with adequate maintenance and service facilities within India for supporting the offered document.
- 2. We hereby offer to provide the Products and Services at the prices and rates mentioned in the Commercial Bid at **Annexure 10**
- 3. We do hereby undertake that, in the event of acceptance of our bid, the Products and Services shall be provided as stipulated in the schedule to the RFP/CC/05/2017 and that we shall perform all the incidental services.
- 4. We enclose herewith the complete Technical Bid as required by you. This includes:
  - a. Technical Bid Letter Annexure 1
  - b. Technical Bid Particulars Annexure 2
  - c. Technical Compliance, Section-5
  - d. Manufacturer's Authorization Form, Section-2.63
  - e. Unpriced Bill of Materials.
  - f. Statement of Deviation from RFP Terms and Conditions Annexure 7, if any
  - g. Details of the proposed solution, proposed methodology and timeline (in a separate sheet)
  - h. A CD containing the soft copy of the Technical Bid in pdf and xIs format

We agree to abide by our offer for a period of **one year** from the date fixed for opening of the Commercial Bid and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the Master Document and **RFP/CC/05/2017** and the conditions of the Contract applicable to the bid and we do hereby undertake to provide services as per these terms and conditions. The deviations from the technical specification(s) are only those mentioned in the deviations in **Annexure 7**.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

#### Annexure 2 (Vol-II) – Technical Bid Particulars

#### **Technical Bid Particulars**

1.	RFP Number - NIC/IT/RFP/CC/RFP/05/2017 Date:
2.	Name of the Bidder:
3.	Full Address of the Bidder:
4.	Name of the actual signatory of the product(s)/service(s) offered:
5.	Bidder's proposal number and date:
6.	Name and Address of the officer to whom all references shall be made regarding the bid:
	Telephone:
	Fax:
	E-mail:
7.	Name and Address of the Single Point of Contact for all communications (including issue resolution and support):
	Telephone:
	Fax:
	E-mail:
	der: nature:

#### Annexure 3 (Vol-II) – Bidder Profile

Sr.No	Criteria	Documents
1	Name of the Bidder	
2	Bidder's registered office address Telephone number Fax number E-mail	
3	Bidder's Correspondence / contact address	
4	Toll Free Number of the Bidder for Service Support, operating 365x24x7	
5	Details of Bidder's contact person (Name, designation, address etc.) Telephone number Fax number e-mail	
6	Is the Bidder a registered company under The Companies Act, 1956? If yes, Submit photocopy of certificate of registration. Provide year and place of the establishment of the company.	
	(Should be an established Information Technology company and in operation for at least 5 years in India)	
7	Is the Bidder registered for service tax with Central Excise Department (Service Tax Cell)? If yes, submit <b>photocopy</b> of valid service tax registration certificate.	
8	Is the Bidder registered with sales tax department? If yes, submit <b>photocopy</b> of valid sales tax registration certificate.	
9	Is the Bidder registered with GSTN ? Kindly provide relevant Photocopy of documents.	
1 0	Submit receipt of latest Income Tax Return filed with Income Tax Department. Submit <b>photocopy</b> of PAN card.	
1	Is the Bidder <b>blacklisted/debarred/denied</b> by any Government department/Public Sector undertaking as on date of bid submission? If yes, give details.	
1 2	Is the Bidder minimum a CMM Level 3 certified company? If yes, submit photocopies of certificates.	

1 3	Does the Bidder have experience of minimum 3 large projects woth minimum of INR 35Cr, in the past 3 years? <b>Annexure-5 (Vol-II)</b>
1 4	The Contact Center platform should be hosted in a Tier 3 Data Center with criteria as per <b>Section-4.1</b>
1 5	Does the Bidder have an annual turnover of more than Rs. 500 Crores in each of the last 3 (Three) Financial Years 2014-15, 2015-16 and 2016-17? Submit <b>audited</b> balance sheet <u>highlighting</u> the annual turnover from the financial years, <b>along with</b> <b>Annexure-4 (Vol-II)</b>
1 6	Bidder to provide <b>Power of Attorney</b> , in favour of the authorized signatory of the Bid
1 7	Bidder to provide signed and stamped <b>Integrity</b> Pact
	Signature:          Name of the authorized signatory          Designation          Duly authorized to sign the RFP Response for and on behalf of:

**Note:** The Pre-Qualification Bid, **Annexure-3 (Vol-II)**, to be submitted along with Financial Information, **Annexure-4 (Vol-II)**, and Citations, **Annexure-5 (Vol-II)**.

Proof of transfer of Bid Security (Earnest Money) for an amount equal to **Rs. 50,00,000.00** (Rupees Fifty Lakh Only) should be enclosed in the appropriate envelope.

#### Annexure 4 (Vol-II) – Financial Information

#### Bidder's Financial Information of last three years

RFP Number - NIC/IT/RFP/CC/RFP/05/2017 Date: .....

Name	Turn Over (Rs. Crore)	Net Profit (after tax) (Rs. Crore)

of the	14-15	15-16	16-17	14-15	15-16	16-17

#### Contact Center Platform OEM's Financial Information of last three financial years

Name of the	Turn Ove	r (Rs. Crore	)	Net Profit (after tax) (Rs. Crore)			
Contact Center Platform OEM	Year (current -3)	Year (current -2)	Year (current -1)	Year (current -3)	Year (current -2)	Year (current -1)	

#### $\label{eq:annexure 5} Annexure \ 5 \ (Vol-II) - Citations$

### RFP Number - NIC/IT/RFP/CC/RFP/05/2017

Date: .....

SI. No.	ltem	Guidelines	Details	Page number of supporting document
1	Number of Clients			
2	Client Details	Name, Address, Contact person's Name and Phone No. for <b>each</b> client		
3	No. of seats or agents per Client			

#### Note:

- 1. The Citations should be given in the above format. A separate copy of this format should be used for **each citation** and Bidder to provide citations in respect of all such implementations.
- 2. Submit **photocopies** of client engagement letters or certificates on the client letterhead, duly **signed and stamped by the client's authorized signatory**.

#### Annexure 6 (Vol-II) – Intentionally Left Blank

#### Annexure 7 (Vol-II) – Statement of Deviation from RFP Terms and Conditions

#### Statement of Deviation from RFP Terms and Conditions

To, Chief Manager - IT, IT Department National Insurance Company Ltd. 3 Middleton Street, 4<sup>th</sup> floor, Kolkata - 700 071 Phone No: 2283-0795 Fax No: 2283-1740 Email: <u>ds.pente@nic.co.in</u>

#### RFP Number - NIC/IT/RFP/CC/RFP/05/2017 Date: .....

Dear Sir,

Following are the deviations and variations from the Terms and Conditions of the Master Document and **RFP/CC/05/2017.** These deviations and variations are exhaustive. Except these deviations and variations, the entire implementation can be performed as per your specifications in the **RFP/CC/05/2017.** 

SI. No.	Section No.	Deviation in the RFP Response	Brief Reason
1			
2			
3			

#### Annexure 8 (Vol-II) – Commercial Bid Letter

#### **Commercial Bid Letter**

To, Chief Manager - IT, IT Department National Insurance Company Ltd. 3 Middleton Street, 4<sup>th</sup> floor, Kolkata - 700 071 Phone No: 2283-0795 Fax No: 2283-1740 Email: <u>ds.pente@nic.co.in</u>

#### RFP Number - NIC/IT/RFP/CC/RFP/05/2017 Date: .....

Sir,

We hereby declare

- 1. We hereby offer to provide the Products and Services at the prices and rates mentioned in the Commercial Bid at **Annexure 10**
- 2. We do hereby undertake that, in the event of acceptance of our bid, the Products and Services shall be provided as stipulated in the Master Document and NIC/IT/RFP/CC/RFP/05/2017 and that we shall perform all the incidental services.
- 3. We enclose herewith the complete Commercial Bid as required by you. This includes:
  - a. Commercial Bid Letter Annexure 8
  - b. Commercial Bid Particulars Annexure 9
  - c. Commercial Bid Annexure 10.
  - d. A CD containing the soft copy of the Commercial Bid in **pdf** and **xIs** format

We agree to abide by our offer for a period of **one year** from the date of opening of the Commercial Bid and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the Master Document and **RFP/CC/05/2017** and the conditions of the Contract applicable to the bid and we do hereby undertake to provide services as per these terms and conditions.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this, the day of20
Signature:
Name of the authorized signatory
Designation
Duly authorized to sign the RFP Response for and on behalf of:
and Address of Company)
v Seal:

Company Seal:

	NIC/IT/RFP/CC/RFP/05/2017
Annexure	9 (Vol-II) – Commercial Bid Particulars
	Commercial Bid Particulars
	FP Number - NIC/IT/RFP/CC/RFP/05/2017 ate:
1.	Name of the Bidder:
2.	Full Address of the Bidder:
3.	Name of the actual signatory of the product(s) offered:
4.	Bidder's proposal number and date:
5.	Name and Address of the officer to whom all references shall be made regarding the bid:
	Telephone: Fax:
	E-mail:
6.	Name and Address of the Single Point of Contact for all communications (including issue resolution and support):
	Telephone:
	Fax:
	E-mail:
Si N D D	dder: gnature: ame of the authorized signatory esignation uly authorized to sign the RFP Response for and on behalf of:

Annexure 10 (Vol-II) – Commercial Bid

#### **Commercial Bid**

RFP Number - NIC/IT/RFP/CC/RFP/05/2017

Date: .....

Commercial Bid for Volume-II:

Sr. No	Parameter Description	One Time costs	Annual recurring costs Y1	Annual recurring costs Y2	Annual recurring costs Y3	Annual recurring costs Y4	Annual recurring costs Y5	Man-day rate for Change/New Requests	% of USD component	Applicable Tax	Tax %	Total with Tax
1	Managed Data Centre Services for 100 agents							Not Applicable				
2	Managed Data Centre Services for every additional 10 agents							Not Applicable				

Sr. No	Parameter Description	One Time costs	Annual recurring costs – for maintenan ce Y1	Annual recurring costs – for maintenan ce Y2	Annual recurring costs – for maintena nce Y3	Annual recurrin g costs – for mainten ance Y4	Annual recurring costs – for maintena nce Y5	Man-day rate for Change/ New Request S	% of USD compone nt	Applicable Tax	Tax %	Total with Tax
	CRM Integration											
	Email Integration											
	Chat Integration											
4	DB integration											
	IVR Call Flow Development											
6	Email Service											
	Ticketing Integration											

	Table-C - F	TE Servio	ces Cost				
Sr.	Particulars	Onboarded in Year 1	Onboarded in Year 2	Onboarded in Year 3	Onboarded in Year 4	Onboarded in Year 5	Total
1	Customer Service A	ssociates for \	/oice				
A	Approximate no. of FTE	100	25	25	25	25	xxxxxx
В	Cost per FTE per month per shift of 8 Hrs (year to Year escalation @ 5%)@						
	Total yearly cost of Customer						
С	Service Associates = 1AX1BX12						
D	Applicable Tax						
Е	% of Tax						G
F	Total with Tax						
2	Customer Service A		lultimedia				
Α	Approximate no. of FTE	10	5	5	10	10	xxxxxxx
	Cost per FTE per month per shift of 8 Hrs (year to Year escalation @ 5%)@						
В	Total yearly cost for Senior						
	Customer Service Associates =						
с	2AX2BX12						
D	Applicable Tax						

E	% of Tax						Н
F	Total with Tax						
3	Customer Service As	ssociates for S	Social Media				
Α	Approximate no. of FTE	25	10	20	20	25	xxxxxxx
	Cost per FTE per month per shift of 8 Hrs (year to						
	year escalation @ 5%)@						
В							
	Total yearly cost for Voice						
	Customer Service Executive =						
С	3AX3BX12						
D	Applicable Tax						
E	% of Tax						
F	Total with Tax						
4	Customer Service As	sociates for \	/ideo				
•							
Α	Approximate no. of FTE	5	5	5	10	10	xxxxxxx
	Cost per FTE per month per shift of 8 Hrs (year to						
	year escalation @ 5%)@						
В							
	Total yearly cost for Non-voice						
	Customer Service Executive =						
	4AX4BX12						
С							
D	Applicable Tax						
E	% of Tax						J
F	Total with Tax						

	A second Operation of the second						
5	Agent Supervisors						1
A	Approximate no. of FTE	5	3	2	3	2	xxxxxxx
	Cost per FTE per month per shift of 8 Hrs (year to year escalation @ 5%)@						
В							
	Total yearly cost for Non-voice						
	Customer Service Executive =						
	5AX5BX12						
С							
D	Applicable Tax						
Е	% of Tax						к
F	Total with Tax						
6	Quality Analyst						
A	Approximate no. of FTE	3	2	2	3	2	xxxxxxx
	Cost per FTE per month per shift of 8 Hrs (year to						
	year escalation @ 5%)@						
В							
	Total yearly cost for Non-voice						
	Customer Service Executive =						
	6AX6BX12						
С							
D	Applicable Tax						
E	% of Tax						L
F	Total with Tax						

7	Trainer		-				
A	Approximate no. of FTE	1	1	0	1	0	xxxxxx
	Cost per FTE per month per shift of 8 Hrs (year to						
	year escalation @ 5%)@						
в							
	Total yearly cost for Non-voice						
	Customer Service Executive =						
с	7AX7BX12						
D	Applicable Tax						
E	% of Tax						М
F	Total with Tax						
8	Program Manager						
A	Approximate no. of FTE	1	0	0	1	0	xxxxxx
	Cost per FTE per month per shift of 8 Hrs (year to						
	year escalation @ 5%)@						
В							
	Total yearly cost for Non-voice						
	Customer Service Executive =						
	8AX8BX12						
с							
D	Applicable Tax						
E	% of Tax						N
_							

5K+ 6L+ 7M+ 8N)]

#### Price Composition and Total Cost of Ownership (TCO):

- The price quoted should be in Indian rupees only.
- The FTE price offered shall be on a fixed price basis and not linked to the any foreign exchange component.
- TCO refers to the aggregate amounts payable by the NIC for the above said services for the entire period of the contract.
- TCO shall encompass but not be limited to the following:
  - Cost of the Hardware/Software
  - Cost of Manpower
  - Cost of Management

License fee (Corporate or user specific as defined in RFP) including OS/Data Base/Application licenses

Installation, commissioning and integration charges, if any.

Master Service Agreement/Service Level Agreement (SLA) costs as per applicable stamp duty/other fees for applicable period.

Any cost towards development of interface and/or customization to meet NIC's requirement/communicating with the NIC's core insurance solution, intermediary server etc. would be included by bidder.

Cost of system/software up gradation for the entire period of contract.

NIC will pay only FTE cost for the Customer Service Associates, Senior Customer Service Associates, Voice Customer Service Executive and Non-voice Customer Service Executives as per the formula given in the RFP.

Any other cost expected by bidder for timely and efficient implementation of the project as per business requirement as specified in the RFP shall be included by the bidder in FTE price.

Cost of integration with our system (APIs etc. for integration with NIC's Core system EASI, Middleware etc.)

Bidder will have to adhere to NIC's existing format interface specification. No changes would be accepted on NIC's side to maintain compatibility with existing system.

Transportation and forwarding charges to respective sites in respect of supply of Hardware, furniture, equipment etc.

Insurance of equipment installed in NIC's DC/DR/Centres Installation and commissioning charges, training to agent / NIC staff. The price quoted by the bidder shall be inclusive of all taxes, levies, duties and cess like GST, CGST, IGST etc, which will be paid as per the rate prescribed by Government time to time.

1	Bidders should provide detailed line item wise pricing as Annexure with the Commercial Bid format.
1	The Commercial Bid should be given in the above format. All the Tables should be filled-in by the bidder.
2	The above-mentioned quotations should be valid for minimum <b>1 (one) year</b> from the date of opening of Commercial Bid.
3	Above prices should include all transport, insurance, installation, etc. as applicable at implementation sites. Additionally, Bidder should submit the break-up of the taxes both Amount and Percentage along-with relevant supporting documents issued by the Concerned Authority, justifying the rate so applied.
4	<ul> <li>* Taxes, GRAND TOTAL Price takes into account the following:</li> <li>Basic Cost,</li> <li>Excise Duty</li> <li>Customs Duty</li> <li>Other charges including Packing/Forwarding,</li> <li>Insurance</li> <li>Transport Charges</li> <li>Delivery, Installation &amp; Commissioning Charges</li> <li>CST</li> <li>VAT</li> <li>-Local Sales Tax</li> <li>-GST</li> <li>The Unit Price, Total Price, GRAND TOTAL will exclude the following:</li> <li>Entry Tax and</li> </ul>
	<ul> <li>Octroi</li> <li>1. The lowest price would be decided based on all-inclusive 'GRAND TOTAL' (except where otherwise specified) which will be based on the above calculations as specified above in (*),</li> </ul>
	2. Any other taxes / levies such as octroi / entry tax etc., payable at the place of delivery will be reimbursed on actual basis (wherever applicable at the place of delivery) subject to production of original document / receipt issued by appropriate authority.
	4. Any increase in Excise Duty & Customs Duty will not be considered by NIC for payment after submission of the bid till the payment is released. The same must be borned by the Bidder.
	5. Taxes will be paid on actual not exceeding the tax amount quoted. If the tax rates are revised by the concerned Govt. authority or new tax levied post bid submission the actua taxes at the time of delivery will be paid subject to the production of supporting documents However, if the bidder has not quoted any tax, such tax will not be paid even if it is found applicable.

#### Annexure - 11 (Vol-II) Format for Queries from Bidders -

Bidders must provide their queries on scope of work, terms & conditions etc in the below format in excel file only (xls/xlsx). Bidders should provide a reference of the page number, state the clarification point and the queries/suggestion/modification that they propose as shown below

SI. No.	Point/Section No #	Term as stated in the Master Document or the Volume-II	Biidder's Query/Suggestion/Modification

#### Annexure -12 (Vol-II) – E-tendering Procedure

#### 1. E Tendering Procedure:

The bidder shall submit his response through bid submission to the e-tender on e-Procurement platform at <u>https://www.tcil-india-electronictender.com</u> by following the procedure given below. The bidder would be required to register on the procurement <u>portal</u> https://www.tcil-india-electronictender.com and submit their bids online. NIC will accept all online bid & Offline documents within the time specified in the RFP. The bidders shall submit their eligibility and qualification documents, Technical bid, Commercial bid etc. in the standard formats prescribed in this e-Tender documents displayed in procurement web site. However, physical copy of the same should be sent to this e-Tender Inviting Authority office before the tender opening date. The bidder shall digitally sign the statements, documents, certificates, uploaded by him, owning responsibility for their correctness *I* authenticity.

#### 2. Registration with e-Procurement platform

For registration and online bid submission bidder may contact HELP DESK of M/s TCIL. Or they can register themselves online by logging in to the website <u>https://nic.eproc.in.org</u>

#### 3. Digital Certificate authentication

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform. All the bidders who do not have Digital Certificate need to obtain Digital Certificate. Bidders may contact Help Desk of TCIL.

#### 4. Submission of Hard copies:

After submission of the bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and EMD in a separately sealed envelope mentioning the RFP No. along with other documents in a separate envelope as required, latest by the due date. All the bidders are requested to submit the hard copy of complete bid documents (Pre-qualification, Technical & Commercial Bids) in proper sealed condition as mentioned in the RFP. **The Pre-Qualification and Technical Bid should be similar in both the cases. Mismatching of documents/ information may be the cause of rejection.** The Company calling for tenders shall not be responsible for any claims / problems arising out of this.

5. Bid Submission Acknowledgement:

• The Bidder should complete all the processes and steps required for bid submission. The

successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. NIC and TCIL will not be responsible for incomplete bid submission by bidder. Bidders may also note that the incomplete bids will not be saved by the system and not available for the Tender Inviting Authority for processing.

• Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for correctness /authenticity.

Neither NIC Ltd. nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof

The company reserves the right to accept or reject any or all offers. Bids of any Tenderer may be rejected if a conflict of interest between the Tenderer and the company is detected at any stage. Incomplete offers are liable to be summarily rejected.

#### 6. Special instructions to Bidders for e-Tendering

#### General-

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, NIC has decided to use the portal https://www.tcil-india-electrionictender.com through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

7. Instructions

Tender Bidding Methodology:

#### Sealed Bid System

- Prequalification followed by Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

- Procure a Digital Signing Certificate (DSC)
- Register on ElectronicTendering System<sup>®</sup> (ETS)
- Create Marketing Authorities (MAs), Users and assign roles on ETS
- View Notice Inviting Tender (NIT) on ETS
- For this tender -- Assign Tender Search Code (TSC) to a MA
- Download Official Copy of Tender Documents from ETS
- Bid-Submission on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

8. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with-IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

#### 9. Registration

To use the ElectronicTender<sup>®</sup> portal https://www.tcil-india-electrionictender.com, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26202699 (Multiple Telephone lines)
	Emergency Mobile Numbers: +91-9868393792, 9868393775
E-mail ID	ets support@tcil-india.com

 -	$\sim$	
IC	( '0)	ntact
IU.		

NIC Contact			
NIC Contac	t Person	&	Mr. D S Pente, Chief Manager-IT / Ms. Sophia Singh, Deputy
Designation			General Manager-IT
Contact No.			8405802610
			[between10:00 hrs to 17:45 hrs on working days]
E-mail ID			Ds.pente@nic.co.in; Sophia.Singh@nic.co.in

Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes ▶
  - Pregualification Bid
  - Technical-Bid
  - Commercial-Bid

#### Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope without fail:

Chief Manager-IT

National Insurance Company Limited, Head Office, IT Department, 4<sup>th</sup> Floor 3, Middleton Street, Kolkata- 700071 Phone Number: - (033)22831728/39 Fax Number: - (033)22831740 <u>Ds.pente@nic.co.in</u>, **(M)**8405802610

The envelope shall bear RFP Number, Due Date and Wordings "DO NOT OPEN BEFORE\_\_\_\_\_\_" and contain the following documents:

- Original copy of the Bid Security in the form of a Bank Guarantee.
- Original copy of the letter of authorization shall be indicated by written power-of-attorney.
- NEFT/RTGS proof of payment of Rs. 30,000/- drawn in favour of National Insurance Company Limited payable at Kolkata against payment of RFP fee
- > Passphrase for relevant bid part (i.e. Pre-qualification, Technical & Commercial bid parts)
- Bid Documents, supporting documents and relevant CDs' of Pre-Qualification, Technical and Commercial Bid in the manner as mentioned in the RFP document

Note: The Bidder should also upload the scanned copies of documents mentioned in <u>https://www.tcil-india-electronictender.com</u> during Online Bid-Submission.

10. Special Note on Security and Transparency of Bids:

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter <sup>™</sup> functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g, I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms<sup>™</sup> for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms<sup>™</sup> and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms<sup>™</sup> is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms<sup>™</sup>, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder.

If variation is noted between the information contained in the Electronic Forms<sup>™</sup> and the 'Main-Bid', the contents of the Electronic Forms<sup>™</sup> shall prevail. Alternatively, NIC reserves the right to consider the lower of the two pieces of information, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to NIC Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

#### 11. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to NIC office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'PassPhrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Commercial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

12. Other Instructions

For further instructions, the vendor should visit the home-page of the portal https://www.tcil-indiaelectrionictender.com, and go to the User-Guidance Center

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

<u>Important Note:</u> It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

13. SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
- b. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
- c. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
- d. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
- e. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
- f. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

#### NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

14. Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 or above)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

15. Vendors Training Program

One-day training (During office hours) would be provided by TCIL. Training is optional. Vendors are requested to carry a Laptop and Wireless Connectivity to Internet.

Scheduled Date	To be intimated later
Venue	To be intimated later
Vendors Training Charges (Per Participant)	Rs. 3,000/-(plus Service Tax @ 14 %), Payment should be in Cash or DD only. DD should be in favour of "Telecommunications Consultants India Ltd" payable at New Delhi.

Annexure -13 (Vol-II) – Guidelines Shared by IRDA IRDA/ADMN/GDL/MISC/059/04/2011 Dt. 05/04/2011

#### **Guidelines on Distance Marketing of Insurance Products**

These Guidelines are issued in exercise of the powers conferred upon the Authority under Section 14(1) of the IRDA Act, 1999 to protect the interests of the policyholders and to regulate, promote and to ensure the orderly growth of the insurance industry.

#### 1. Scope and applicability of these Guidelines

a) Distance marketing includes every activity of solicitation (including lead generation) and sale of insurance products through the following modes:

(i) Voice mode, which includes telephone-calling;

(ii) Short Messaging service (SMS);

(iii) Electronic mode which includes e-mail, internet and interactive television (DTH);

(iv) Physical mode which includes direct postal mail and newspaper & magazine inserts; and,

(v) Solicitation through any means of communication other than in person.

These Guidelines cover distance marketing activities of insurers/brokers and corporate agents (with specific approval of insurers) at the stages including offer, negotiation as well as conclusion of sale.

b) These Guidelines are specifically applicable in case of the following activities in addition to other similar activities:

(i) Use of distance mode for ascertaining the client's intent to purchase insurance.

(ii) Solicitation as well as sale over the distance mode.

(iii) Lead Generation; and,

(iv) Requests by clients seeking information or sale of insurance products.

#### 2. Definitions:

(i) "Authority" means the Insurance Regulatory and Development Authority established under the provisions of Section 3 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999)
(ii) "Corporate Agent" – as defined in Regulation 2(f) of IRDA (Licensing of Corporate Agents) Regulations, 2002

(iii) "Insurance Broker" – as defined in Regulation 2 (i) of IRDA (Insurance Brokers) Regulations, 2002 (iv) "Insurer" – as defined in Section 2 (9) of Insurance Act, 1938.

(v) "Telemarketer" means an entity registered with Telecom Regulatory Authority of India under Chapter III of The Telecom Commercial Communications Customer Preference Regulations, 2010 (as amended from time to time) to conduct the business of sending commercial communications on behalf of Insurers, Corporate Agents or Brokers.

(vi) "Specified Person" – As defined in Regulation 2 (n) of IRDA (Licensing of Corporate Agents) Regulations, 2002.

(vii) "Tele caller" – For the purpose of these Guidelines, a Telecaller is a person engaged by a Telemarketer for the purpose of interacting with clients over distance mode.

(viii) "Authorized Verifier" – For the purpose of these Guidelines, an Authorized Verifier is a person employed by a Telemarketer for the purpose of solicitation or sale over telephonic mode.

(ix) "Designated Person" – As defined in regulation 2 (f) of IRDA (Licensing of Insurance Agents) Regulations, 2000.

(x) "Principal Officer" – As defined in regulation 2 (k) of IRDA (Insurance Brokers) Regulations, 2002. (xi) "Lead Generation" – For the purpose of these guidelines, lead generation is the process of

collecting the details of the clients or prospects in any fashion or approaching the clients

directly or in distant mode to ascertain their intent to purchase insurance before proceeding with solicitation of insurance products and includes all the activities leading to the solicitation.

(xii) "Solicitation" – For the purpose of these guidelines, solicitation is defined as the approach of a client by an insurer or an intermediary with a view to induce the client to purchase an insurance policy.

#### 3. Compliance

Insurers/brokers/telemarketers shall, in addition to these Guidelines, comply with all the applicable provisions of the Insurance Act, 1938, the IRDA Act, 1999, IT Act, 2000, TRAI Act, 1997, The Telecom Unsolicited Commercial Communications (Amendment) Regulations, 2008 and the rules, regulations, circulars or guidelines, as applicable, to be issued from time to time.

#### 4. Persons engaged for solicitation

(a) For the purpose of solicitation of insurance business through distance marketing, insurers/brokers may engage:

(i) Employees on their rolls (brokers shall engage only those employees who have undergone statutory training);

(ii) Specified persons of corporate agents, or

(iii) Telemarketers

(b) Insurers or brokers as the case may be shall be responsible for all acts of commission and omission of the persons deployed on their behalf.

#### 5. Agreements between Insurers/Brokers and Telemarketers

The agreement between the insurer/broker and Telemarketer, by whatever name called, shall interalia include the following clauses:

(i) The Telemarketer shall maintain/preserve recordings of all the calls in a manner that is compliant with the provisions of these Guidelines, till such records are transferred in satisfactory condition to the insurer.

(ii) The Telemarketer shall maintain records of all the tele callers and authorized verifiers employed by them along with their training and assessment particulars.

(iii) The records under (i) & (ii) above shall be open to inspection by the Authority.

#### 6. Role of Authorized verifier:

(i) Telemarketers shall employ either specified persons (in case the telemarketer happens to be a corporate agency), the employees of the insurer or authorized verifiers, who alone are permitted for soliciting and concluding the sale of insurance products in distant mode.

(ii) The authorized verifiers shall be tied to the Telemarketer in which they are employed.

(iii) Authorized verifiers are barred from soliciting insurance in their individual capacity in any mode, or on behalf of any organization other than the Telemarketer employing him.

#### 7. Distance Marketing by Brokers

(i) Insurance brokers shall not exclusively promote the products of any particular insurer, and shall suggest the best available product in the market that fits the needs of the client.

(ii) The price comparison charts that are displayed shall be up to date and reflect a true picture of all the available and suitable products under each category.

(iii) Insurers shall not pay the brokers any remuneration other than brokerage. No payments by any name shall be made by insurers to brokers or their related parties towards infrastructure or any account other than brokerage on the policies solicited or procured over distance mode.

(iv) Insurers shall specifically identify the proposals procured by brokers over distance mode and obtain all relevant records pertaining to such policies. Insurers shall produce such records before the Authority in case of dispute involving alleged violation of breach of conduct by the broker.

(v) Brokers may outsource tele-calling activities to Telemarketers.

#### 8. Training of tele callers and Authorized Verifiers

(i) Every tele-caller shall be trained at an institute accredited for pre-license training of agents by the Authority in the matters specified in 4(ii).

(ii) The training shall be for duration of not less than 25 hours as per syllabus to be prescribed by the IRDA in matters related to regulations, disclosures, ethical conduct of business and specific instructions to be complied with while making the calls.

(iii) The tele-callers shall clear the post-training assessment/test to be conducted by the respective insurers/brokers in matters mentioned in 4 (ii).

(iv) Authorized Verifiers shall fulfil the requirements as for specified persons of corporate agents such as qualification, 50-hour pre-license training at an accredited agents training institute and passing the examination. They would be certified as authorized verifiers by the designated person or the principal officer concerned subject to fulfilment of the specified qualifications/norms.

(v) Insurers/Brokers, and corporate agents wherever applicable, shall maintain a register of all persons engaged by them or by the telemarketers hired by them for the purpose of lead generation/solicitation of insurance business. The register shall, apart from the name and address of the Telecaller/Authorised Verifier, also contain valid copies of his proof of identification and other relevant credentials. Insurers

shall allot a distinctive code number to every telecaller/authorised verifier and record the same in a register maintained for the purpose.

#### 9. Process of lead generation/Solicitation

Solicitation of insurance as well as lead generation shall be in specific compliance with the following norms:

#### 9.1 Standardized Script

(i) Insurers/Brokers shall prepare standardized scripts for presentation of benefits, features and disclosures under each of the products proposed to be sold over the distance modes. Solicitation and lead generation under distant mode shall be in line with the standardized script.

(ii) The scripts shall be incorporating all the Key Features of the product and shall be approved by the compliance officers of the respective insurers. The scripts shall be filed with the Authority under "Use & File" procedure within 15 days of their approval by the compliance officer.

#### 9.2 Introduction

(i) The communication shall clearly highlight the name of the insurer.

(ii) The fact that the purpose of approach is lead generation/solicitation of insurance shall be clearly highlighted.

#### 9.3 Consent of the client

(i) The tele caller and the authorized verifier shall ascertain if the client is interested in continuing with the subject, and the process of solicitation shall proceed further only on receiving the consent in explicit terms.

(ii) The client shall be given an option to continue with the subject or exit the page at every stage in case of electronic modes. The hours during which calls are made shall be in accordance with orders issued by TRAI/DoT from time to time.

(iii) In case of telephonic solicitation, the name of the caller shall be disclosed and the language options available must be indicated. The subsequent communication shall continue only in the language chosen by the client.

(iv) Tele callers shall inform clients that the call is being recorded and that the client is entitled to a voice copy, if he so desires, at any time during the term of the policy or until a satisfactory settlement of claim, whichever is later.

(v) No inconvenience, nuisance or harm shall be caused to the clients in the course of solicitation or thereafter. Full disclosures shall be made to the clients under all modes of distance marketing and the requirements of confidentiality, privacy and non-disclosure shall be complied with.

#### 9.4 Client Information

All relevant information pertaining to the client as well as the person/asset to be insured shall be obtained, and solicitation shall be strictly on the basis of analysis of the client's needs as specified by the Authority from time to time.

#### 9.5 Product benefits & Features

The standardized script shall cover the following items in the course of product presentation:

(i) The specific responses of the client in the form of agree/disagree, yes/no, accept/reject, understand/don't understand, as applicable, against each of the items below, under all modes of distance solicitation.

(ii) Name of the product suggested and its nature and parameters.

(iii) Insurance cover available under the product for a specified amount of annual premium, or, conversely, premium chargeable towards a specified amount of insurance cover.

(iv) The scope of cover, perils covered and not covered, exclusions, deductibles or franchise, copayments, loading/discounts on premiums, add-on covers, conditions, other terms and benefits, midterm inclusions, short period scales, basis of sum insured, warranties, clauses and endorsements, compliance with Section 64VB of the Insurance Act, 1938 – payment of premium before commencement of risk, etc, as applicable.

(v) The contents of the "key features document" as and when specified by the Authority.

(vi) The right to cancel the policy within 30 days of receipt of the policy in case of disagreement with the terms of the policy under all life contracts and covers tied to credit/debit/other cards, and for all personal accident and health insurance policy contracts with a term of 3 years or more offered by insurers over distance mode, provided no claim has already been made on the policy.

(vii) Disclosure of rates of commission available on the product solicited upon the request of the client.

# 9.6 Premium Ceilings in case of sale of ULIPs and prohibition of sale of Universal Life Products over telephonic mode

(i) Insurers shall not solicit ULIPs of non-single premium type for annualized premiums exceeding Rs 50,000/- over telephonic mode (voice as well as SMS).

(ii) Single premium ULIPs shall not be solicited for a premium of more than Rs 1,00,000/- over telephonic mode.

(iii) No variable insurance product shall be solicited or sold over distance marketing mode.

#### **10. Post-Solicitation Process**

Once the client agrees to purchase a policy, the proposal form and premium acceptance shall comply with the following requirements:

(i) The premium towards the policy may be debited online or interactive voice response medium or through a manual collection subject to compliance with the procedures and controls prescribed by the RBI.

(ii) The norms applicable to insurers as regards AML and PAN need to be complied with in the process of selling a policy over distance marketing mode.

(iii) In all instances where a policy is issued without obtaining a proposal in physical form, insurers shall forward a verbal transcript of the voice/electronic record of the queries raised and answers thereto on the basis of which the policy has been underwritten, along with the policy bond.

(iv) For policies solicited/sold over distance mode, insurers shall issue policies in exactly the same format and medium as in case of sale through physical interface, duly enclosed by the requisite annexures.

(v) The address and toll-free number of the office to be contacted by the policyholder in case of a servicing need or grievance shall be informed to the client.

(vi) Before conclusion of sale the authorized verifier / specified person / employee (as the case may be) shall divulge his name and distinctive code number / license / employee number to the prospect and this shall form part of the recorded conversation for the sake of future verification.

(vii) The records pertaining to every call made and SMS sent by a Telemarketer/Corporate Agent/Broker that materializes into a policy shall be transferred to the insurer's location within 30 days of conclusion of sale. In case of telephone calls the records transferred shall be the recordings of the entire conversation.

#### 11. No Unfair Denial of Insurance Cover

When a client approaches an insurer or broker over distance mode proposing for insurance cover, the latter are duty-bound to consider the case on merits and in accordance with regulatory directions and their own norms. In no case shall they resort to an unfair denial of cover to a client who seeks insurance.

#### 12. Preservation of Records

The insurer shall preserve, in an inalterable and easily retrievable form, a voice/electronic/physical record, as applicable, of the entire process beginning with lead generation/solicitation and concluding in sale of insurance, for a period of six months beyond the term of the policy or until satisfactory settlement of claim,

whichever is later. Voice and electronic records shall be digitized and encrypted for storage to ensure reliability and security of the data.

#### **13. Verification Process**

(i) Insurers/Brokers shall monitor the calls live by arranging for listening to at least 1% of the calls as they happen.

(ii) Insurers shall verify at least 3% of calls leading to sales for compliance with the guidelines, by engaging a team of dedicated employees to listen to the call recordings. The observations made in the course of verification shall be preserved in a retrievable form for a period of not less than three years.

(iii) Insurers shall make verification calls, to monitor the quality of sales, to a minimum of 3% of the policyholders who purchase insurance over distance marketing mode, every month. The purpose of verification calls is to ascertain whether the client has understood the benefits, features and disclosures of the product purchased correctly. Verification calls shall also bear a standardized script and the records of calls shall be preserved for a period (a) not less than 15 months from the date of policy

or until satisfactory claim settlement, whichever is later, in case of non-life contracts (b) not less than 3 years in case of life insurance policies.

(iv) The policies under (ii) and (iii) above shall be selected according to a random pattern, making sure to cover each product category and mode of sale.

#### 14. Certification of Compliance

The compliance officer of each insurer shall submit to the Authority, at the end of each financial year, a certificate confirming that the insurer has complied with all the provisions of these Guidelines during the financial year.

#### 15. Disputes

For the purpose of these guidelines the contract of insurance shall be deemed to include the contents of KFD and the records of calls to the client pertaining to the product. In case of disputes involving specific wordings of the policy, the client shall have the right to give primacy to the wordings of the KFD and the calls over the specific wordings of the policy.

The above guidelines shall be applicable from 1st October, 2011.

J. Hari Narayan Chairman

Annexure -13 (Vol-II) – Syllabus Shared by IRDA **INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY** Circular No, IRDA/ADMN/CIR/MISC/189/08/2011 August 18,2011 Syllabus for Training of Telecallers -- Distance marketing of Insurance Products

Further to the guidelines on distance marketing of insurance products issued vide circular no. IRDA/Admn/GDL/Misc/059/04/2011 on 5.4.2011 and with reference to the provision 8 (ii) thereunder, the syllabus for prerecruitment training of telecallers is specified herein below:

1. INTRODUCTION TO INSURANCE

a) Purpose and need of insurance.

b) How insurance works.

2. FUNDAMENTALS/ PRINCIPLES OF INSURANCE

a) Contract of Insurance

b) Utmost Good Faith

c) Insurable Interest

d) Indemnity

3. PREMIUM

a) What is Premium?

b) Premium calculation.

4. LIFEINSURANCE PRODUCTS

a) Linked and Non-linked plans, Endowment and Term plans, Group and Individual Plans, Variable Insurance plans.

b) Riders.

c) Annuities and Pensions.

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5. GENERAL INSURANCE PRODUCTS

Fire Insurance, Motor Insurance, Personal Accident Insurance, Health

Insurance and Miscellaneous Insurances.

6. INSURANCE DOCUMENTS

(a) Proposal Forms and personal statements

(b) First / Renewal Premium Receipt.

(c) Prospectus.

(d) Policy Forms/Documents

(e) Warranties

(f) Cover Notes

(g) Certificate of Insurance

(h) Endorsements

(i) Renewal Notice

7. POLICY CONDITIONS - Life Insurance

a) Age

b) Days of grace

c) Lapse and Non - forfeiture

d) Paid up value

e) Revival

f) Assignment

g) Nomination

8. CLAIMS

Life Insurance

a) Maturity claims

b) Survival benefit payments

c) Death claims.

d) Accident and disability benefits.

e) Claims Concession

General Insurance

(a) Procedure

(b) Investigation and Assessment-

(c) Surveyors and Loss Assessors

(d) Claims Documents

(e) Claim Forms

(g) Settlement

(h) Salvage

9. IRDA (Protection of Policyholdersl Interests) Regulationsl 2002 - Point of sale issues free look provision time limits for underwriting and servicing matters including claims etc.

10. Grievance Redressal options for policyholders - Insurers telephone number contact address website and e-mail id IRDA toll-free number IRDA website IGMS Insurance Ombudsman.

11. Distance Marketing Guidelines with particular emphasis on disclosures to be made to the clients.

12. Code of Conduct for Telecallers – Etiquette Dos & Don/ts.

13. Anti Money Laundering Guidelines – KYC Norms

