



INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA (IRDAI)

Invitation

for

REQUEST FOR PROPOSAL

FOR

**IRDAI INSURANCE GRIEVANCE CALL CENTRE
(IGCC) SERVICES**

(RFP Ref. No.: – IRDAI/IT/2021-22/02)

Date: 12-06-2021

Issued by:

Insurance Regulatory and Development Authority of India

Sy No. 115/1, Financial District, Nanakramguda, Gachibowli,

Hyderabad, Telangana 500032

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TABLE OF CONTENTS

Volume I – Bidding Terms and Conditions	6
1. Schedule.....	8
2. List of Abbreviation	9
3. Introduction	10
4. Instructions to the Bidders	10
4.1. Selection of Bidder	10
4.2. Technical bid	11
4.3. Commercial bid.....	11
4.4. Tender Validity.....	11
4.5. Due Diligence	12
4.6. Eligibility Criteria	12
4.7. Other terms.....	15
4.8. Clarification on bidding documents.....	16
4.9. Pre-bid meeting:	16
4.10. Preparation of Proposal	17
4.11. Amendments to the RFP	17
4.13. Formats and submission of bids	18
4.14. Technical bid	18
4.15. Commercial bid.....	19
4.16. Submission of bids in response to the RFP	20
5. Bid evaluation process.....	20
5.1. Technical Evaluation	20
5.2. Technical Evaluation Criteria Table - A	21
5.3. Format for Technical Proposal & Presentation	25
5.4. Technical score	25

5.5.	Various stages of Technical bid evaluation.....	26
5.6.	Bidder shortlist and process	26
6.	Language of bid	26
7.	Bid Scope	26
8.	Earnest money deposit (EMD).....	27
9.	Bid validity.....	27
10.	Cost of Bidding.....	27
11.	Disqualifications	27
12.	Rights to Terminate the Process:.....	28
	Form – 1: Eligibility Criteria	29
	Form – 2: Application for Bid.....	34
	Form – 3: Pre- Contract Integrity Pact.....	35
	Form – 4: Structure Of Technical Proposal	41
	Form – 5: Statement of Nil Deviation	42
	Form – 6: Compliance With Functional & Technical Requirements For IGCC	43
	Form – 7: Index Of Supporting Documents Mentioned In Technical Evaluation Criteria - Table A.....	59
	Form – 8: Technical Bid Submission Checklist	60
	Form-9: Bid-Security Declaration Form.....	62
	Volume II-Functional, Technical and Operational Specifications	63
1.	Objective of this RFP	64
2	IGCC Specification.....	64
3	Broad Scope of Work	64
4	Detailed Functional and Technical Requirements.....	65
5	Deployment of Staff at the Call Centre.....	65
6	Project Delivery Schedule	65
	Annexure -1: Detailed Scope of the Work	66
	Annexure -2: Statistics of IGCC transactions during last one year.....	78

Annexure 3: Service Levels	80
Volume III – Contractual and Legal specifications.....	82
1. Contractual and Legal specifications	83
1.1. Acceptance of Order.....	83
1.2. Contract/Agreement	83
1.3. Tenure of the Contract.....	84
1.4. Performance Bank Guarantee (PBG) and format	84
1.5. Service Level Criteria (SLC)	85
1.6. Charges/Penalty for non-availability of services:	87
1.7. Payment Terms	87
1.8. Project Governance	87
1.9. Escalation Matrix/Contact call tree	88
1.10. Information Ownership.....	88
1.11. Price	88
1.12. Taxes.....	89
1.13. Confidentiality	89
1.14. Non-Disclosure Agreement (NDA).....	89
1.15. Security Clause	90
1.16. Exclusivity Clause.....	90
1.17. Extension of time	90
1.18. Use of Contract Document and Information.....	90
1.19. Performance review:.....	90
1.20. Assignment.....	91
1.21. Dispute Resolution	91
1.22. Arbitration	92
1.23. Applicable law.....	92
1.24. Force majeure	92
1.25. Limitation of Liability	92

1.26. Risk and cost	93
1.27. Indemnification	93
1.28. Liquidated Damages.....	94
1.29. Termination.....	95
1.30. Exit Management and Transition at the end of contract period.....	96
1.31. Other.....	97
Annexure-4 – PBG (PERFORMANCE BANK GUARANTEE) Format.....	98
Annexure 5 - NDA (Non - Disclosure Agreement) Format	102



Volume I – Bidding Terms and Conditions

INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA

**Sy No. 115/1, Financial District,
Nanakramguda, Hyderabad – 500032**

REQUEST FOR PROPOSAL**FOR THE MANAGEMENT OF IRDAI INSURANCE GRIEVANCE CALL CENTRE (IGCC) SERVICES**

On-line bids (Technical and Commercial Bid) are invited from the Implementing Agencies (IAs)/ firms / organizations (“Bidders”). for managing IRDAI’s Insurance Grievance Call Centre (IGCC) by providing latest state- of- the- art call centre solution based on IP Multimedia platform for seamless handling of channels (telephone calls, emails and letters) with unified administration and reporting and having the integrated components in a single platform. The detailed bidding document etc. can be viewed / downloaded from the Central Public Procurement Portal website: <https://eprocure.gov.in>. Bidders are required to upload and submit their e-bid on Central Public Procurement Portal only. All amendments, time extension, clarifications, etc., will be uploaded on the: <https://eprocure.gov.in> website only. Bidders should regularly visit website to keep themselves updated.

1. Schedule

Note: The dates mentioned above are tentative and may change, subsequently. Any change in the schedule will be notified on the website.

S. No	Activity	Date
1	Publishing of Tender Document	12-06-2021
2	Document Download Date	12-06-2021
3	Queries submission Start Date	12-06-2021
4	Queries submission End Date	15-06-2021
5	Pre-bid meeting	16-06-2021
6	Uploading of replies to pre-bid queries	18-06-2021
7	Start date for submission of bids (Technical & Commercial)	02-07-2021
8	Last date for submission of bids (Technical & Commercial)	09-07-2021
9	Opening of Technical bids	12-07-2021
10	Technical Presentations	will be intimated later
11	Shortlisting of Technically qualified bidders	will be intimated later
12	Opening of Commercial bids of technically qualified bidders and selection of service provider	will be intimated later

2. List of Abbreviation

Abbreviation	Detail
ACD	Automatic Call Distributor
BPO	Business Process Outsourcing
BCP	Business Continuity Plan
BFSI	Banking Financial Services and Insurance
CAD	Consumer Affairs Department
CRM	Customer Relationship Management
CSA	Customer Service Associate/ Agent
CTI	Computer Telephony Integration
CPP Portal	Centralized Public Procurement Portal
DD	Demand Draft
DR	Disaster Recovery
EMD	Earnest Money Deposit
IVR	Interactive Voice Response
ISO	International Organization for Standardization
IA	Implementing Agency
IRDAI	Insurance Regulatory and Development Authority of India
IGCC	IRDAI Grievance Call Centre
MIS	Management Information System
NDA	Non-Disclosure Agreement
PBG	Performance Bank Guarantee
PO	Purchase Order
SLC	Service Level Criteria
SLA	Service Level Agreement
GRO	Grievance Redressal Officer

3. Introduction

Insurance Regulatory and Development Authority of India (IRDAI) is established under the Insurance Regulatory and Development Authority Act, 1999 to protect the interest of holders of Insurance policies, and to regulate, promote and ensure orderly growth of the Insurance Industry. **Insurance Regulatory and Development Authority of India**, hereinafter called “**IRDAI**” which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, issues this bid document, hereinafter called Request for Proposal for IRDAI Insurance Grievance Call Centre (IGCC) services.

Insurance Regulatory and Development Authority of India has established Consumer Affairs Department to oversee compliance of Insurers/Intermediaries with respect to Protection of Policyholders’ Interests Regulations and also to empower Consumers by educating them on Grievance redressal mechanisms. The Consumer Affairs Department of the Authority facilitates an environment where the Insured avails himself of proper procedures and redressal mechanisms put in place by Insurers and to address complaints and grievances of policyholders efficiently and promptly through **Insurance Grievance Call Centre (IGCC)** to facilitate communication between the Insured Public, Insurers and IRDAI to improve the working of the grievance redressal mechanism.

4. Instructions to the Bidders

4.1. Selection of Bidder

Implementing Agencies (IAs)/ firms / organizations (“Bidders”) having proven expertise in the following can quote for this tender:

Bidders having proven expertise and experience of satisfactory operations of Call Centre(s) / BPO services and should be able to take over the operations from the current service provider and manage the Insurance Grievance Call Centre (IGCC) by providing latest state-of-the-art call centre solution based on IP Multimedia platform for seamless handling of telephone calls, emails, letters from the insured public consumers with unified administration, reporting and having the integrated components in a single platform.

Bidders are advised to study the Tender Document carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of all instructions, forms, terms and conditions, requirements, specifications etc. in the tender document with full understanding of its implications. Bids not complying with all the given clauses in

this tender document are liable to be rejected. Failure to furnish all information required in the tender document will be at the bidder's risk and may result in the rejection of the bid.

The process of tendering would be as follows:

The bidding process would be in **single stage**. Bidders have to submit the Technical and commercial bids in one stage. Eligibility of the bid/bidders will be evaluated as a first step. The eligible bidders will be required to make technical presentation and their technical bid and presentation would be evaluated by the Technical Evaluation Committee formed for this purpose. Commercial Bids of only Technically qualified bidders will be opened and the overall L1 (lowest) bid would be identified as the successful bidder/implementing agency. The bids are to be submitted online in the CPP Portal. Bidders shall upload both the Technical and Commercial Bid online in CPP Portal.

4.2. Technical bid

The bidders will be required to submit their technical bid in the mentioned forms and also make technical presentation which will be evaluated by the Technical Committee formed for this purpose.

4.3. Commercial bid

Commercial bids of only technically qualified bidders will be opened and overall L1 (lowest) bid will be identified as successful bidder/Implementing Agency.

4.4. Tender Validity

- The offer submitted by the Bidders should be valid for minimum period of 180 days from the last date of submission of Commercial bid.
- The last date of submission of Bid is as mentioned in the Schedule.
- At any time before the submission of proposal, IRDAI may, for any reason, whether at its own initiative or in response to a clarification requested by the service provider, carry out amendment(s) to this RFP document. The amendment will be made available on our website (www.irdai.gov.in) as well as Central public procurement portal and will be binding on bidders. IRDAI may at its discretion extend the deadline for the submission of proposals.

- A pre-bid meeting (if necessary) may be convened by IRDAI as mentioned in the 'Schedule'. The purpose of this meeting will be to clarify the requirements as envisaged by the Authority and to address the queries of the bidders.
- The functional and technical requirements of the proposed system have been made available in this document. Any other available information, to the extent possible, will be provided to the bidders to facilitate their Technical presentation.
- Applications/ Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this document or those that do not adhere to formats, wherever specified, may be considered non-responsive and may be liable for rejection and no further correspondence will be entertained with such bidders.
- Canvassing in any form would disqualify the bidder.

4.5. Due Diligence

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information as required or to submit a Bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the Bid.

4.6. Eligibility Criteria

#	Eligibility Criteria Requirements	Supporting Document
1	The Company bidding for this RFP shall be a company registered under the Companies Act 2013 and should have been in operation for at least 5 continuous years as on date of RFP. In case the current Bidder Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 5 continuous years as on date of RFP.	Certificate of Incorporation
2	The Bidder or its wholly owned subsidiary which is providing BPO/Call Centre services or the parent	Audited Financial Statements for 2018-19,

	company of whom the Bidder is a wholly owned subsidiary, providing BPO/Call Centre services must have net profit from its Indian Call Centre Operations during latest three financial years .	2019-20 and 2020-21 In cases where audited financial statement for FY 2020-21 is not available, the FY -2017-18 may be included. OR Certificate from the authorized chartered accountant.
3	The Bidder should have a minimum turnover of INR Thirty Crores per annum for the past 3 financial year from India call centre operations.	Audited Financial Statements for 2018-19, 2019-20 and 2020-21 In cases where audited financial statement for FY 2020-21 is not available, the FY -2017-18 may be included. OR Certificate from the authorized chartered accountant
4	The Bidder/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services must have registered itself with Department of Telecommunication (DoT)/ TRAI.	Copy of DOT/ TRAI certificate for the site.
5	The Bidder/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services, should be operating with an aggregate of at least 500	Certificate from the Bidder's HR head.

	Full Time Customer Service Associate (CSAs) on company payroll for its Indian Call Centre Voice operations as on date of publishing of RFP.	
6	The Bidder shall have in India for last three consecutive years, with minimum of 150 operational seats (CSA) at a single location (City)	The bidder needs to submit satisfactory performance certificate from at least three of their clients. (Certificate can be a letter or email from client). The performance certificate from three different clients should have the mention of number of operational seats for the project . OR Copy of the Services Agreement confirming the points.
7	The Bidder should have valid registration for GST & EPF.	Documentary proof for GST and EPF registration.
8	The bidder should not have been blacklisted by any Government (State/Central) or PSU enterprise in India as on the date of the RFP.	An Undertaking by the Authorized Signatory on the letter head of the Bidder.
9	The Bidder shall have call centre located at Hyderabad/ Secunderabad	Self-Declaration certified by authorized signatory with Office address mentioned for the office(s) in Hyderabad/Secunderabad.
10	The Bidder should have obtained an ISO 27001 certification	Copy of the certificate.

11	The Bidder/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services, must have current experience of handling at least one Insurer/ Bank for more than one year with at least 20 CSAs.	<p>Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)</p> <p>Note: Work Completion Certificate can be in form of a Letter / Email from client confirming the points.</p>
12	Consortium way of bidding and subcontracting will not be entertained.	A Self-Declaration signed by authorized signatory stating that the bidder is not bidding in consortium and will not subcontract.
13	The bidder should be successfully providing Call centre services in Indian regional languages besides Hindi and English.	Copy of work orders / Agreement /Client reference letters or emails evidencing the services being provided in Indian regional languages.
14	The company should have Business Continuity Plan (BCP) in place.	Self-Declaration certified by authorized signatory of the bidder stating that the bidder has Business Continuity Plan (BCP) in place.

4.7. Other terms

- Consortium way of bidding will **NOT** be entertained. Subcontracting of any activity **is not permitted.**

- A Board Resolution OR Power of Attorney (POA) in the name of the person executing the bid, authorizing the signatory to represent the Bidder. Copy of the Board's resolution or POA should be submitted along with Technical Bid.

4.8. Clarification on bidding documents

Bidders requiring any clarifications/queries on the Bidding Documents may send their queries by email at the following mailing addresses:

To: it@irdai.gov.in, parthasarathi.bal@irdai.gov.in, TEL: 040-20204117, on or before last date of pre-bid queries, as mentioned in the 'Schedule'. The queries should necessarily be submitted in the **following format only, queries in any other format is not acceptable:**

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			

4.9. Pre-bid meeting:

The Bidder or his authorized representatives may be invited to attend pre-bid meeting (if necessary).

The pre-bid meeting for the bidders will be held if necessary as per the 'Schedule'. The purpose of the meeting will be to clarify any issues regarding the Bidding Documents in general and the scope of Work in particular. IRDAI may formally respond to the pre-Bid queries after the pre-Bid meeting as mentioned in the Schedule.

The Bidders will have to ensure that all their queries are submitted in one consolidated mail in a single excel sheet as per the format mentioned below, latest by the Date & Time mentioned in the Activity Schedule.

Clarifications, if any, regarding the terms & conditions of this RFP, any error, omission or discrepancy found in this RFP document, have to be obtained by the bidder latest by the

date & time mentioned in the Schedule. Thereafter, no representations/ queries will be entertained in this regard. Later on, if any issue(s) arise(s), IRDAI will consider the matter on merits and decide the same, prior to opening of commercial bids.

Any requests for clarifications received after the indicated date and time may not be entertained by IRDAI. At any time prior to the last date for receipt of bids, IRDAI may, for any reason, whether at its own initiative or in response to clarifications requested by prospective Bidders, modify the RFP Document by clarifications.

IRDAI does not undertake to answer all the queries that have been posted by the Bidders. Any modifications of the Bidding Documents, which may become necessary as a result of the Pre-Bid Meeting, shall be made by the IRDAI exclusively through an amendment/corrigendum. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. Any such corrigendum/ clarification/ modification issued shall be deemed to be incorporated into this RFP.

In order to provide prospective bidders reasonable time for taking the clarifications into account, IRDAI may, at any time prior to the last date of bid submission, extend the date for the submission of Bids.

Any effort of the Bidder to influence IRDAI in its decision in respect of evaluation of the Bid or award of the contract shall result in the rejection of the Bid.

4.10. Preparation of Proposal

The Bidder is expected to carefully examine all the instructions, guidelines, terms, conditions, and formats of the RFP. The bidder should furnish all the necessary information as required by the RFP in the desired formats, as only the information received in the desired formats will be evaluated. Submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidder's own risk and may be liable for rejection.

4.11. Amendments to the RFP

At any time prior to the deadline for submission of bids, IRDAI may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. The amendment will be notified in Central public procurement portal and will be binding on all Bidders.

4.12. Pre-contract Integrity Pact

Along with the bid, the bidder will have to submit the Integrity Pact, duly signed by the Authorized signatory of the bidder, as per the format given as [Form - 3](#). Bids received without Integrity Pact will be summarily rejected.

4.13. Formats and submission of bids

The bidding process will be in Single stage. Technical Bid and Commercial Bid are to be submitted in the online CPP Portal as mentioned in '**Selection of Bidder**'.

4.14. Technical bid

The **Technical Bid** shall contain the following forms:

1.	Authorized Person for Bidding	A Board Resolution or Power of Attorney in the name of the person executing the bid, authorizing the signatory to represent the Bidder. Copy of the Board's resolution or POA should be submitted along with technical bid.
2.	Eligibility Criteria – Form 1	Signed copy of the Form-1 confirming Eligibility Criteria along with the supporting documents page numbers in the technical bid document.
3.	EMD (Bid Security Declaration Form -9)	In lieu of EMD, the bidder shall submit the duly filled, signed and sealed Bid Security Declaration form available as Form - 9.
4.	Form 2	Application for management of Insurance Grievance Call Centre (IGCC)
5.	Form 3	Pre-contract Integrity Pact
6.	Form 4	Technical Proposal in the defined structure
7.	Form 5	Statement of NIL Deviation
8.	Form 6	Compliance with Functional & Technical Requirements mentioned in Vol II Annexure-1
9.	Form 7	Index of Supporting Documents mentioned in Technical Evaluation Criteria - Table A

- **The entire bid proposal document should be digitally signed by the Authorised Signatory.**
- **The bidder shall enclose the required supporting document wherever necessary in Technical Bid.**

4.15. Commercial bid

Commercial bid (BoQ) shall be submitted online in CPP Portal only in the format available there.

Commercial Bid Evaluation Considerations:

- a) Only fixed price commercial bids indicating total price, as specified in BoQ for all the services specified in this bid document will be considered.
- b) The bidder shall quote the price as per specified format for the entire project on a single responsibility basis. The price shall be quoted entirely in Indian Rupees and taxes will be paid on actual basis. The price shall be written both in figures & words in the prescribed offer form.
- c) **No line items in Commercial Bid shall be submitted as zero.** Prices of different line items should not be clubbed under one-line item.
- d) Commercial Bid of only technically qualified bidders shall be opened for evaluation.
- e) For all the quoted prices and the numbers used during the process defined above, only two digits after decimal will be considered for calculation purposes and the same will be subject to standard rounding rules.
- f) The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of contract. A bid submitted with an adjustable price quotation or incomplete or conditional bid may be rejected as non-responsive.
- g) Any change in tax upward/downward as a result of any statutory variation in tax taking place within contract terms shall be allowed to the extent of actual quantum

of Tax paid by the Bidder. In case of downward revision in tax, the Bidder shall reimburse the actual quantum of reduction of tax to IRDAI.

h) Errors & Rectification: Arithmetical errors will be rectified on the following basis:

- If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,
- If, as per the judgment of IRDAI, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by post or e-mail. If the bidder does not agree to the observation of IRDAI, the bid is liable to be ignored.

4.16. Submission of bids in response to the RFP

The bids shall be submitted online only at Central Public Procurement Portal (CPP Portal) Website: <https://eprocure.gov.in/eprocure/app>. Manual Bids will not be accepted.

Bids should be submitted as per the due dates as mentioned in 'Schedule'.

Commercial proposal shall be as per point no: [4.15](#) above.

5. Bid evaluation process

5.1. Technical Evaluation

The Technical Bids will be evaluated based on the 'Eligibility Criteria' stated in this document. Only those bidders who satisfy the 'eligibility criteria' shall be shortlisted for further evaluation process.

Technical Bids to the RFP would be evaluated on the technical criteria set below by assigning the relevant scoring on each of the technical parameters. Technical bids shall be opened and evaluated for acceptability of the techno-functional requirements, deviations and other technical suitability. The Bidders shall respond to the requirements as per the Forms and Data template requested in this document. The bidders will be required to present their proposal to the Technical Committee formed by IRDAI.

5.2. Technical Evaluation Criteria Table - A

S. No	Criteria	Range of Marks	Maximum marks	Minimum qualifying marks required	Supporting Document
1	Relevant experience: Managing Call Centre operations for any BFSI domain client in India	3 or more Clients - 20 Marks	20	15	Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) Note : Work Completion Certificate can be in form of a Letter / Email from client confirming the points.
		2 Clients – 17 Marks			
		1 Client – 15 Marks			
		No Client – 0 Marks			
2	Managing Call Centre operations for any client in India with at least 20 CSAs (for each client)	3 or more Clients – 20 Marks	20	15	Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion
		2 clients -17 Marks			
		1 client – 15Marks			

		No Client- 0 Marks			(Certified by the Statutory Auditor) Note : Work Completion Certificate can be in form of a Letter / Email from client confirming the points.
3	Managing Call Centre operations for any client in India with multiple regional languages besides English and Hindi	10 or more regional languages – 20 Marks	20	15	Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) Note : Work Completion Certificate can be in form of a Letter / Email from client confirming the points.
		7 - 9 regional languages – 17 Marks			
		3 - 6 regional languages -15 Marks			
4	Completeness of Technical Proposal. 1. Proposed Contact Centre solution and its components (including infrastructure, people, Contact Centre and services provided): This section should	Each heading carries 4 marks Total = 20 marks	20	15 Marks	Technical Proposal

present Bidders' proposed solution meeting requirements outlined in the RFP. Detailed presentation on the solution scope components as per requirements including the proposed Infrastructure Arrangements.

2. Call Centre management and governance approach

Structure, governance processes and SLA adherence as defined in the RFP

3. Project implementation plan including migration of existing call data: In this section, Bidders' should detail the proposed project approach which would include smooth transition from present service provider including the migration of existing Call Data and adhering to the

	<p>project implementation timeline.</p> <p>4. Quality Assurance Mechanism and Team Structure</p> <p>Bidders are required to discuss their Quality Assurance framework for delivering the services. This section should present on the skills and experience of the proposed project team and in accordance with the requirements of this project.</p> <p>The bidder is required to provide the governance structure/ escalation matrix and profile of all the key personals of the organization who would support the project.</p> <p>5. Previous Experience of similar nature and record of accomplishment based on competency & expertise requirements specified in this RFP</p>				
5	Technical Presentation		20	15 marks	Technical Presentation

	Grand Total		100 Marks	75 Marks	
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5.3. Format for Technical Proposal & Presentation

Bidders shall be invited to give brief presentation on Technical Proposal in line with the format prescribed in [Form – 4 : Structure Of Technical Proposal](#) Structure Of Technical Proposal to the IRDAI's Technical Evaluation Committee (hereinafter referred to as TEC) for evaluation. The bidders are advised to be ready to present on a notice of one day. The travel and lodging arrangements and expenses in this regard will have to be borne by the bidder themselves. The bidder is also expected to address any additional questions by IRDAI's TEC.

The bidder shall present the Technical Proposal to the Technical Evaluation Committee in line with the format prescribed in [FORM-4 Structure of Technical Proposal](#).

It is assumed that Bidders shall have read all relevant sections of the RFP document for technical proposal to ascertain the full scope of the requirements associated with each item.

If Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification during pre-bid meeting in accordance with the Bidding process.

5.4. Technical score

Total score of each bidding party shall be determined based on their total technical score. A **minimum score of 75 marks** shall be required to qualify in Technical Bid. **A bidder has to score minimum qualifying marks as mentioned in each of the sections.** A maximum of 100 marks can be allocated for the technical bid with **overall 75 marks** being the qualifying score. IRDAI may choose to invite the bidders to discuss and clarify their technical proposal.

In case, there is only one bidder having **technical score of 75 or more**, IRDAI may, at its discretion, also consider the next two highest technical scorers with minimum score of 70.

In case, no Bidder is having technical score of 75 or more, IRDAI may, at its discretion, qualify maximum of 3 top scoring Bidders with minimum score of 70 in technical evaluation and compute the score as per the evaluation criteria.

5.5. Various stages of Technical bid evaluation

- a) Evaluation of Eligibility criteria
- b) Evaluation of technical proposals of Bidders whose bids are found to be eligible, based on evaluation criteria mentioned in the table above.
- c) Presentation-cum-Interaction.
- d) Arriving at the final score on technical presentation.

Based on the above mentioned criteria, the decision of the Technical Evaluation Committee in short listing the bidders would be final and binding to all the bidders.

5.6. Bidder shortlist and process

Subsequent to the commercial bid evaluation, the successful L1 bidder shall be issued a Letter of Acceptance (LOA) / Purchase Order (PO). The successful bidder has to furnish the duly signed contract/agreement along with the security deposit/performance bank guarantee (PBG) for IRDAI's counter signature within 21 days from the receipt of LOA/PO.

6. Language of bid

The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the IRDAI shall be written in English language.

7. Bid Scope

Bidders shall submit their technical proposal for the entire services on a **“Single responsibility”** basis such that the proposal covers all the Bidders obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product / services. This includes all requirements under the Bidders responsibilities for successful delivery of IRDAI GRIEVANCE CALL CENTRE (IGCC) services as per scope of work and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses etc.; and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract and the Forms and Data templates. The duration of contract is for the initial period of Three Years which is further extendable for the period of Two Years on year on year basis.

8. Earnest money deposit (EMD)

In lieu of EMD the bidders shall submit the “[Form - 9 Bid Security Declaration form](#)” as part of technical bid signed and sealed by the authorized signatory.

9. Bid validity

The price bid shall be kept valid for **180 days** from the last date of bid submission.

In exceptional circumstances, IRDAI may solicit the Bidders’ consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by email.

10. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the technical and commercial bids and IRDAI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. Only those Bids, which are received prior to the due date, time, and in the method and format prescribed for receipt of Bids, will be considered. Email / Telephonic/ Fax Bids shall be rejected.

11. Disqualifications

The IRDAI may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- (a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- (b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- (c) Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- (d) Failed to provide clarifications related thereto, when sought;
- (e) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- (f) Submitted a proposal with price adjustment/variation provision.

12. Rights to Terminate the Process:

IRDAI may terminate the RFP at any time assigning proper reasons. IRDAI makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by IRDAI. The Bidders participation in this process may result in IRDAI selecting the Bidder to engage in further discussions toward execution of a contract. The commencement of such discussions does not, however, signify a commitment by IRDAI to execute a contract.

Form – 1: Eligibility Criteria

#	Eligibility Criteria	Supporting document	Compliance (Yes/No)	Supporting document Page No. in Technical Bid
1	The Company bidding for this RFP shall be a company registered under the Companies Act 2013 and should have been in operation for at least 5 continuous years as on date of RFP. In case the current Bidder Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 5 continuous years as on date of RFP.	Certificate of Incorporation		
2	The Bidder or its wholly owned subsidiary which is providing BPO/Call Centre services or the parent company of whom the Bidder is a wholly owned subsidiary, providing BPO/Call Centre services must have net profit from its Indian Call Centre Operations during latest three financial years.	Audited Financial Statements for 2018-19, 2019-20 and 2020-21 In cases where audited financial statement for FY 2020-21 is not available, the FY -2017-18 may be included. OR Certificate from the authorized chartered accountant.		

3	The Bidder should have a minimum turnover of INR Thirty Crores per annum for the past 3 financial year from India call centre operations.	<p>Audited Financial Statements for 2018-19, 2019-20 and 2020-21</p> <p>In cases where audited financial statement for FY 2020-21 is not available, the FY -2017-18 may be included.</p> <p>OR</p> <p>Certificate from the authorized chartered accountant.</p>		
4	The Bidder/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services must have registered itself with Department of Telecommunication (DoT)/ TRAI.	Copy of DOT/ TRAI certificate for the site.		
5	The Bidder/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services, should be operating with an aggregate of at least 500 Full Time Customer Service Associate (CSAs) on company payroll for its Indian Call Centre Voice operations as on date of	Certificate from the Bidder's HR head.		

	publishing of RFP.			
6	The Bidder shall have in India for last three consecutive years, with minimum of 150 operational seats (CSA) at a single location (City).	The bidder needs to submit satisfactory performance certificate from at least three of their clients. (Certificate can be a letter or email from client). The bidder will have to submit the satisfactory performance certificate from three different clients having the mention of number of operational seats for the project. OR Copy of the Services Agreement confirming the points.		
7	The Bidder should have valid registration for GST & EPF.	Documentary proof for GST and EPF registration.		
8	The bidder should not have been blacklisted by any Government (State/Central) or PSU enterprise in India as on the date of the RFP.	An Undertaking by the Authorized Signatory on the letter head of the Bidder.		
9	The Bidder shall have call centre located at Hyderabad/ Secunderabad	Self-Declaration certified by authorized signatory with Office address mentioned for the office(s) in Hyderabad/Secunderabad.		

10	The Bidder should have obtained an ISO 27001 certification	Copy of the certificate		
11	The Bidder/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services, must have current experience of handling at least one Insurer/ Bank for more than one year with at least 20 CSAs.	<p>Work Completion Certificates from the client;</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor)</p> <p>Note: Work Completion Certificate can be in form of a Letter / Email from client confirming the points.</p>		
12	Consortium way of bidding and subcontracting will not be entertained.	A Self-Declaration signed by authorized signatory stating that the bidder is not bidding in consortium and will not subcontract.		
13	The bidder should be successfully providing Call centre services in Indian regional languages besides Hindi and English.	Copy of work orders / Agreement /Client reference letters or emails evidencing the services being provided in Indian regional languages.		

14	The company should have Business Continuity Plan (BCP) in place.	Self-Declaration certified by authorized signatory of the bidder stating that the bidder has Business Continuity Plan in place.		
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Authorized Signatory:

Name:

Designation:

Name of the Firm:

Address:

Company Seal:

E-mail Address:

Telephone:

Form – 2: Application for Bid

Date:

[Bidders are required to submit the covering letter as given here on their letterhead]

To,
The Chief General Manager (IT)
Insurance Regulatory and Development Authority of India
115/1, Financial District
Nanakramguda, Gachibowli.
Hyderabad – 500 032

Sub: Proposal for selection of Implementing Agency(IA) for the IRDAI Insurance Grievance Call Centre (IGCC) services

Dear Sir,

1. We, the undersigned, having carefully examined the NIT, offer to Propose for the selection as Implementing Agency for managing the IRDAI Insurance Grievance Call Centre (IGCC), in full conformity with the said NIT.
2. We have read the all the provisions of NIT and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Proposal, consisting of this letter, our Technical and Commercial Proposals and all attachments, for a period of 180 days from the last date fixed for submission of Proposals as stipulated in the RFP / Addendums and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.
7. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
8. The “Bid Security Declaration” form duly filled and signed & sealed is enclosed in lieu of EMD.

Authorized Signatory:

Name:

Designation:

Name of the Firm:

Address:

E-mail Address:

Telephone:

Company Seal:

Form – 3: Pre- Contract Integrity Pact

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of202X , between, on one hand, the **Insurance Regulatory and Development Authority of India** (hereinafter referred to as “IRDAI”) and having its corporate office at “**Hyderabad**”. (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office assigns) of the First part. And M/s represented by Shri..... . (hereinafter called the “BIDDER /SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second part.

WHEREAS the BUYER proposes to procure (Name of the Stores/ Equipment/Item/ Services) and the BIDDER/Seller is willing to offer/has offered the Services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function as Insurance Regulator.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment/item/Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows: -

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either themselves or for any person, organisation or third party related to the contract

in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate “CVO” any attempted or completed breach of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDER

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavour to any person in relation to the contract of any other contract with the Government.

3.3 BIDDERS shall disclose the payments to be made by them to their agents/brokers or any other intermediary, in connection with this bid/contract.

3.4 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award

of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.5** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8** The BIDDER/Contractor will not commit any offence under the relevant Indian Penal Code (IPC-1860) /Prevention of corruption Act,1988. Further improperly, for purposes of competition or personal gain, pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officials of the BUYER, or alternatively, if any relative of an official of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

- 3.12** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit):

5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs..... (to be specified in RFP/Tender) as Earnest Money as applicable/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or Pay Order in favour of IRDAI.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP/Tender).

5.2 The Earnest Money /Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in the case of an Indian BIDDER with interest thereon at 2% above the Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above Base Rate. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance Bank Guarantee/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in the future bidding processes of IRDAI for a minimum period of five years which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and convulsive on the BIDDER

7. Fall Clause:

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed

time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

09. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

11. Validity:

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract. **11.2** Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at..... on.....

BUYER		BIDDER	Name of the Officer:
CEO	Designation		

Witness

1.....

1.....

2.....

2.....

Form – 4: Structure Of Technical Proposal

The Technical Proposal needs to be structured as follows:

Section 1: Executive Summary

This section should be a succinct statement and executive summary by the Bidder highlighting the key aspects of technical proposal.

Section 2: Bidder Profile & Qualifications

This section should cover the Bidder's local presence, the project team composition and relevant experience and the company / companies of the tools and products selected to deliver the call centre services.

Section 3: Proposed Contact Centre solution and its components (including infrastructure, people, Contact Centre and services to be provided as per the RFP requirements):

This section should present Bidders' proposed solution meeting requirements outlined in the RFP. Details on the solution scope components as per requirements including the proposed Infrastructure Arrangements.

Section 4: Call Centre management and governance approach

Structure, governance processes and Service Level Criteria adherence as defined in the RFP.

Section 5: Project implementation plan including migration of existing call data

In this section, Bidders' should detail the proposed project approach which would include smooth transition from present service provider including the migration of existing Call Data and adhering to the project implementation timeline.

Section 6: Quality Assurance Mechanism and Team Structure

Bidders are required to discuss their Quality Assurance framework for delivering the services. This section should present on the skills and experience of the proposed project team and in accordance with the requirements of this project. The bidder is required to provide the governance structure/ escalation matrix and profile of all the key personals of the organization who would support the project.

Section 7: Previous Experience of similar nature and record of accomplishment based on competency & expertise requirements specified in this RFP.

Form – 5: Statement of Nil Deviation

Date:

[Bidders are required to submit the covering letter as given here on their letterhead]

To,

The Chief General Manager (IT)
Insurance Regulatory and Development Authority of India
115/1, Financial District
Nanakramguda, Gachibowli.
Hyderabad – 500 032

Ref: IRDAI/IT/2021-22/02: IRDAI GRIEVANCE CALL CENTRE (IGCC) SERVICES

Dear Sir,

There are no deviations (nil deviations) from the terms and conditions of the tender. All the terms and conditions of the tender are acceptable to us.

Authorized Signatory:

Name and Title of Signatory:

Name of the Firm:

Address:

Company Seal:

Form – 6: Compliance With Functional & Technical Requirements For IGCC

[Bidders are required to submit the filled form as given here on their letterhead sealed and signed by Authorized Signatory]

#	FUNCTION / FEATURE DESCRIPTION	COMPLIANCE (YES/NO)
1	The Selected Bidder will have to take over the IGCC from the existing service provider along with all the pending calls/ jobs with proper records/ acknowledgement. For taking over, he may submit the management plan	
2	To successfully set up and run IGCC with inbound and back office capabilities to help attain the above objectives and meet the long term vision of IRDAI.	
3	To transfer and activate the existing Nationwide Consumer service help line supported with Back office activity.	
4	Integration with the Integrated Grievance Management System (IGMS) of IRDAI to enable online monitoring, management of complaint history to put queries, complaints & reports. The specifications of requirement/ features/ functionalities would be provided by IRDAI and the bidder has to comply with the requirement of IRDAI	
5	Provide extensive MIS reports to IRDAI	
6	Consumer Service Help line and Inbound Help line: Successful Bidder to run the help line for the callers with an objective to inform them about the Grievance redressal options available to them	
7	As a new complaint is received, it would be scrutinized and wherever required registration is done in IGMS and the complaint related document(s) available is/ are sent to the concerned Insurer for redressal.	
8	Adherence to the various labour and statutory regulations in respect of the CSAs and other employees/ personnel hired by the Bidder for providing services to IRDAI will be the responsibility of the Bidder.	

9	The timings of various shifts of CSAs/other personnel will be implemented with the approval of IRDA.	
10	The bidder shall run the IGCC for the period of up to 3years (extendible up to 2 more years on a year on year basis) with required number of CSAs and required number of managerial/ supervisory/ technical staff mutually agreed with IRDAI. The CSAs and managerial/ supervisory and technical staff shall be on the role of the bidder. Further, all statutory obligations regarding manpower would be the responsibility of the bidder	
11	IRDAI will form a team comprising of its own staff for monitoring the working of IGCC operations and analysing the advice given by bidder. The decision of IRDAI would be final.	
12	The bidder would also design and maintain the complaints with required interface with the complaint management system of IRDAI. If any necessary modifications are required, the same would be undertaken by the bidder without any cost to IRDAI	
13	The bidder will provide the complete infrastructure for running the IGCC including space, network & internet connectivity, power, AC, tables and seats, manpower, PCs, Network devices, Telephone equipments, cabling etc, maintenance of equipments, subscriptions to software licenses, Anti-virus, ATS etc	
14	The existing toll-free numbers will be shifted to the location of call centre of the selected service provider. The cost for shifting and subsequent charges for toll-free numbers will be borne by IRDAI. Providing space for call centre including workspace for CSAs / equipments will be the responsibility of the selected bidder.	
15	Email management: offer email management services as described in detail in the RFP.	
16	<p><u>General Description of the IGCC Services</u></p> <p>The Bidder will be required to follow the IGCC process described below:</p> <p>a) Through a Toll - Free number 18004254732 and 155255 (from</p>	

MTNL & BSNL lines) a policy holder / prospective policy holder can complain / escalate their grievance or call to seek information, advice or guidance for dealing with his insurance related problems, as decided. In case this toll free number changes, IRDAI shall inform the Bidder about this.

- b) Customer Service Associate (CSA) shall register the complaint in IGMS and provide a token number to the complainant for tracking
- c) Depending on whether it is a first time call or an escalation or repeat call, the caller will be advised appropriately and wherever the complaints are required to be registered / escalated in IGMS the same shall be carried out and the caller be informed accordingly..
- d) Based on the type of complaint, call center will provide the approximate resolution time to the complainant.
- e) CSA will inform resolution status or intimate the request details of grievance redressal officer. In case the complainant is not satisfied with the reply of the Insurance Company, the CSA shall arrange for escalation of the complaint.
- f) It encompasses three channels: Voice, email, letters fax (Scanned paper documents)
- g) Login hours shall be 12 hours from 8:00 am to 8:00 pm (IST) week days, Monday through Saturday. The process shall run for 6 days with Sunday being a fixed holiday every week. The Bidder will maintain full login strength during peak period (11.00 am to 4 pm) and 60 % during the Off-Peak periods. The Bidder will deploy 100% trained and approved personnel and will be reviewed jointly based on call pattern analysis. In addition, the Bidder needs to deploy Supervisors in the ratio of 1:10 for attending escalations, repeat calls and correspondence. Team shift patterns will be organized to maximize call handling capability and peaks/ troughs that are outside the normal call arrival patterns. The normal call arrival patterns will, be responded to by rescheduling breaks, training, meetings etc. to ensure that service levels are maintained. The

	<p>Bidder will ensure that Staff adhere to schedules 100% to meet service levels and will maintain at least 10% redundancy at all times.</p> <p>h) Voice scripts will be approved by IRDAI or its Auditor based on Successful Bidder's inputs. The scripts will then be subjected to change control procedure. The Associates must restrain using their own language or that of complainant while registering the Grievance.</p> <p>i) Support in English, Hindi, Assamese, Marathi, Gujarati, Tamil, Telugu, Kannada, Malayalam, Punjabi, Odia and Bengali</p> <p>j) The Successful Bidder needs to disclose the disaster recovery strategy and Business continuity plan so that the Call Centre operates out of at least two locations in the steady state for disaster recovery purposes within six month from signing of the contract.</p>	
17	<p>To support policy holder / prospective policy holder by performing the following task:</p> <p>a) Informing consumers about various options available under Consumer Grievances redressal mechanisms.</p> <p>b) Providing consumers with basic information concerning Grievances (including their Registration/License/Address, Website, Call Centre number, email ID etc.) related to Insurers, intermediaries etc.</p> <p>c) General enquiries and help-line on services of various Insurers.</p> <p>d) Facilitating Consumers with all the steps involved in filing complaints against an Insurer/ Intermediary.</p> <p>e) Filling up the Complaint form on the basis of call/ emails/ scanned document and forwarding the copies to the appropriate IRDA official in the Consumer Affairs Department.</p> <p>f) Handling e-mails pertaining to the above by:</p> <ul style="list-style-type: none"> ▪ Sending appropriate replies and calling for 	

	<p>additional information wherever needed,</p> <ul style="list-style-type: none"> ▪ Acknowledging the Complaints received through email, ▪ Forwarding them from the monitored email ID of IRDAI to a monitored email ID of the Insurer (mail id of the Grievance Redressal Officer of the Insurer) under copy to the Concerned IRDAI Official and the Complainant. ▪ Escalating the Complaint received through Reminder emails to the appropriate IRDA Official. <p>g) Routing the Reminder voice calls from Consumers on Consumer service issues to appropriate IRDAI Official, wherever needed.</p> <p>h) Forwarding the Complaints received by email concerning Intermediaries/ Surveyors/ other areas not covered by Consumer Affairs Department to the other respective IRDAI Officials under copy to the Applicant.</p> <p>i) To deal with Documents (scanned or otherwise) in an appropriate manner as in the case or emails detailed above (register as a complaint or escalate to the concerned entity or forward to IRDAI etc.)</p> <p>The list given above is not an exhaustive list of requirements that the IGCC is expected to fulfil and additions may be made based on actual requirements</p>	
18	<p>Outbound calling No response calls should be made to the consumers where the IVR/ Operator is not able to respond immediately or where the call gets dropped due to technical reason or for any other reason. Bidder will assist IRDAI to obtain a quarterly statement from BSNL/ Telecom Service providers that no outbound calls were made</p>	
19	The KPIs and Service levels as laid down under Annexure - 3	

20	<p>Infrastructure required Specifications</p> <ul style="list-style-type: none"> a) PRI Line (Voice) with a backup b) 1800 toll free-number and 155255 (To be provided by IRDAI) c) IVR enabled software, d) Call logging / Recording software e) Hardware (servers + agent desk) f) Headsets (phone instruments / hands-free) g) IP enabled LAN network and Internet Connectivity. h) Calling line information display (Caller number, Number dialled) 	
21	<p>Assistance for Liaison with BSNL & other Telecom providers:</p> <ul style="list-style-type: none"> a) The Bidder will assist IRDAI in managing Telecom connectivity through BSNL/other Telecom providers. b) The Bidder will assist IRDAI in payment of Telecom Bills and getting any relevant information including data of raw calls from BSNL/ Service provider. c) The Bidder will provide data of BSNL specific Geographic distribution of calls and assist in generating reports of distribution of calls Geography wise. <p>The Bidder will assist IRDAI for improving the coverage of call centre services to track if calls are not emanating from the Service Providers who have not yet mapped the IN Number</p>	
22	<p>Human Resource Specifications</p> <ul style="list-style-type: none"> a) Based on the number of calls and mails received during the previous quarter, the Successful Bidder will have to deploy 20 CSAs. Presently, there are 20 CSAs for calls, emails and letters. The Successful Bidder will have to deploy CSAs who are Graduates with good Proficiency in English and two years plus experience necessary, proficiency in at least one of the other language (s) i.e. Hindi, Assamese, Marathi, Gujarati, Tamil, Telugu, Kannada, Malayalam, Punjabi, Odia & Bengali. b) Quality Check & Training Executive (1), with good proficiency in English/ some Indian Languages and preferably BPO Experience and able to understand Process Quality parameters and ways of improving quality. 	

	<p>c) Team Leader (1), preferably Graduate with good Proficiency in English and minimum five years' experience</p> <p>d) Manager (1), preferably Post Graduate with good Proficiency in English and minimum seven years' experience; necessary proficiency in at least one of the other language (s) i.e. Hindi, Assamese, Marathi, Gujarati, Tamil, Telugu, Kannada, Malayalam, Punjabi, Odia and Bengali.</p> <p>e) The qualifications and experience levels will be mutually agreed between the Successful Bidder and IRDAI and IRDAI retains right to relax the qualification/experience.</p> <p>f) In addition, IRDAI may desire to have their designated Staff member/s or/ and external Consultant to assist the management of the Call Centre. This arrangement will be mutually agreed between the Successful Bidder and IRDAI.</p>	
23	<p>Quality requirements</p> <p>The successful bidder will comply to the quality requirements stipulated in the RFP.</p>	
24	<p>Computer Telephony Interface (CTI)</p> <p>The Successful Bidder must provide the complete Integrated CTI application suite with IVRS, CTI screen Pop-ups and CRM integration. The CTI application suite at each workstation must have the following features:</p> <ul style="list-style-type: none"> • Provides Screen Pop-ups (on answer) • Calling line information display (Caller number, Number dialled) • On screen dialling <p>Onscreen phone control - Answer, hang-up, hold, conference, etc.</p> <ul style="list-style-type: none"> • Any other Software to track Voice call from end to end. 	
25	<p>Technology requirements</p> <p>The call centre technology will be required to support the Integrated Grievance Management System (IGMS) at IRDAI. The system should have a CRM solution that should have the following features:</p> <ul style="list-style-type: none"> • The CRM tool should be tightly integrated with the CSA's 	

application to provide one single tool of CSA related activity.

- The CRM tool to provide all the telephony functions from within the CSA's CRM interface for avoiding switching between applications.
- The CRM tool should allow for dynamic updates of the CSA's CRM for avoiding agent logout. The tool must be able to work in a stand-alone environment without having the need to be connected to the live system.

The Call centre technology configuration should meet the following generic requirements. In case the Successful Bidder would like to propose alternatives to any of these specifications at a later stage, IRDAI would be open to discussing them.

i. Unified Messaging:

The system should have the following features:

- a. All options are fully customizable through menu based provisioning - any voice mail feature or menu may be modified, extended, and/or customized
- b. Supports Microsoft Exchange Server for message delivery and retrieval
- c. Retrieve voice mail, email, and fax from any MS Exchange client interface including a browser client.
- d. Supports MS Outlook and Lotus Notes for message delivery and retrieval.
- e. Retrieve voice mail, email, and letters from any interface including a browser client.
- f. Support for SMTP and LDAP for Unix-based message servers.
- g. Support for and logically limited menus for voice mail provider applications

ii. The system should have Universal Inbox (Desktop) – uses MS Exchange and Lotus Notes enabling:

- a. Email, voice mail together in same inbox

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <ul style="list-style-type: none">b. Caller / sender identifiedc. View email on-screen (feature of email server)d. Listen to voice mail. <p>iii. System components:</p> <ul style="list-style-type: none">a. The capacity of the system will need to be mutually agreed upon, by IRDAI and the Successful Bidder.b. The system is required to be compliant of T-Pin supported operations.c. The system is required to provide 100% recording of calls, which is to be preserved for 3 months or such period as per the requirement.d. The system should provide for an application that can be invoked by either CSAs or any other authorised official, which will allow for search and retrieval of recordings by using any of the key parameters and wherever a complaint received through telephone call has resulted into registration, the search and retrieval of recordings should be made available, using the following key parameters:<ul style="list-style-type: none">▪ IRDAI token no. of the complaint▪ Policy No.▪ Name of the complainant▪ Contact detailse. The system should have the capability to produce performance review reports on a periodic basis – the formats of these reports should be decided during Transition period. <p>iv. Call routing capabilities required:</p> <ul style="list-style-type: none">a. The system will need to support skills-based routing of consumer calls, using a database look-up. The system will need to support prioritising a call based on a database attribute of the caller, such as policy number.b. Callers will need to be notified of potential wait times. | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

- c. System should be able to re-route calls after checking the status of other queues.

v. Email support required:

- a. Email ACD routing with content analysis and automated and semi-automated responses.
- b. Intelligently and automatically respond to email inquiries or routes inquiries with skills-based routing discipline to CSAs along with suggested responses.
- c. Intelligent distribution of email to CSAs.
- d. Support for standard email clients.
- e. Delivery of email to CSA's POP server account.
- f. Auto-acknowledgement.
- g. Automated intelligent response based on confidence threshold level.
- h. Automatic re-queuing of unanswered emails.
- i. Archival of consumer email and agent response in consumer contact history.
- j. Automatic/ Manual upload the email into our Grievance module/ CRM.
- k. Ability to recognize the reminder emails, ability to search the email and retrieve
the history including the Grievance registration number mapped to email

vi. Email Queuing:

- a. Designated mailboxes to be assigned to workgroups and queue emails to CSAs using ACD processing.
- b. Skills to be applied to emails in the same manner as skills are applied to phone calls.

c. Using the same interface, CSAs should accept the emails sent to a workgroup.

d. Once an CSA accepts an email, they should be able to:

- View, run, and save attachments sent with the original email. For historical purposes, original attachments should not be deleted or removed.
- Add attachments, predefined messages, URLs, and files to the email response.
- Add notes or comments about the email that internal Interaction Manager users can view
- Transfer the email to another user or workgroup
- Spell check to verify the spelling of the response text
- Print an email
- Send an email response.

vii. Email Auto-Acknowledgement Capabilities:

Send out an auto acknowledgement when an email is received. The auto acknowledgement text should be customizable.

viii. Interactive Voice Response capabilities:

- a. The IVR system should be capable of handling multiple languages – the number and range of languages that are offered will be mutually agreed upon by the Successful Bidder and IRDAI.
- b. Basic enquiries on IVR through online interface with IGMS. The IVR design environment should be capable of being programmed for changes any technological upgrade and update will be provided by the Successful Bidder to IRDAI and implemented during the contract

period without any further cost.

- c. IVR should be capable of providing waiting time notification and should facilitate a flow easy for the policyholder to navigate and log in with the least possible nuisance value. The IVR System should help identify blank calls and support sequence change and default settings as defined by User.

ix. Interface to Bidder's CRM/Email Server/Document Server:

IRDAI Managers/ Auditor should be able to view CRM/ Email Server/ Document server to know the number of unattended Emails/ Scanned documents and review the Grievance capture process from Quality point of view

x. Integrated Reporting with access over web:

- a. Real time historical ACD reports.
- b. Customisable reporting architecture to cover ACD and CRM.
- c. Graphical reporting capabilities.
- d. Capability to run reports on any network printer should exist.
- e. Conversion of reports into html format for accessibility through web should exist.
- f. **Online Dash Board:** Dash board view needs to be provided for monitoring SLA parameters and to get real time historical ACD reports and other graphical reports to track quality.

xi. CRM and other Technological Capabilities required for Scanned documents process:

- a. For each and every scanned document, a unique ID should be generated from Internal CRM of Bidder in real time as and when IRDAI Team uploads the scanned document (through the interface to the CRM) for noting on the paper document received and this will

also be used by IRDAI / Bidder for any future interactions.

- b. Inward entry registration number of IRDA also needs to be recorded in CRM of Bidder to track the faxed/ scanned document.
- c. The application should be capable of retrieving the status of a scanned document by IRDA inward number or CRM Unique ID no or IGMS registration number.
- d. After processing, Bidder will send a consolidated, Action taken report attaching the letter to be sent to policyholder in pdf form generated from the IGMS.
- e. The application may capture the priority level of a scanned document like VIP/ High/ Legal/ Normal in a drop down menu.
- f. The Application should provide ability to search the CRM for key information like Policy number/ name etc.
- g. For each and every scanned document, basic three fields - name, policy number and Insurer name will be entered by IRDA team. Additional documents received relating to the Registered Grievances can be linked to the Registration number and uploaded into IGMS.
- h. CRM should be able to tag the reminder fax/ scan documents of the complaints which are already registered.

26 Supervision and monitoring capabilities:

Supervisors and above should be able to see a detailed list of agents by team, and view their present status. The system should also provide summary information about at least the following elements:

- a) Number of agents logged in
- b) Number of calls being currently handled
- c) Service levels for the day, week and month
- d) Longest call waiting
- e) Number of calls waiting
- f) Abandoned call percentage for the day, week and month

	The scope of the overall information being captured and reported will be mutually decided upon, by IRDAI and the Successful Bidder	
27	<p>Training requirements</p> <p>a) The Bidder process should include at least the following features that allow flexible training and coaching: A training environment where operators have access to all functionalities and can execute all types of dummy transactions, without any of these transactions actually being fulfilled system support for a training instructor or supervisor to be able to coach an operator from another workstation location, by listening into a call conversation and by following the screen events as they occur.</p> <p>b) Soft Skills training of minimum of 4 days. Soft skill training will be arranged by the Bidder. Job training of minimum 6 days. Job Training including Insurance refresher training will be provided based on the content provided by IRDAI and/ or with the support of External Consultant from IRDAI or Officials working at IRDAI. The content will be updated by the Bidder's Content Management team by coordination with IRDAI at least quarterly once. Specific campaign related job training of minimum of 2 days. Content management team of the Bidder will be alerted by IRDAI for developing content in advance of Advertisements planned to raise awareness on specific issue of common interest to Citizen.</p>	
28	<p>Methodology for accessing the data on real time basis</p> <p>a) No database will be kept at the Bidder's end beyond the retention period mentioned in the RFP.</p> <p>b) Backup of database to be taken on a readable media and provided to IRDAI in readable condition on monthly basis.</p> <p>c) IGCC will remain connected with IGMS/existing module database through leased line/or any other feasible mode.</p> <p>d) Read only access of Database will be given for identified fields</p>	

	<p>which are necessary for giving information.</p> <p>e) For updating the TPIN generated at Call centre, complete security shall be ensured. TPIN data will be stored in encrypted format.</p> <p>f) IVR will interact with database on real time basis to provide required information.</p> <p>g) Both end routers will have defined access list to ensure no unauthorized access.</p>	
29	<p>Deployment of Staff at the Call Centre</p> <p>IRDAI has the right to deploy requisite number of its staff members/engage an external consultant at the IGCC for supervision, to assist the bidder in imparting job training, to check barge-in of calls, quality control of the calls, complaints resolution, perform Back Office/Other activities, liaison with the other IRDAI functionaries and the staff of the bidder etc. The service provider will provide basic infrastructure for working of staff without any cost.</p>	
30	<p>Quality of Manpower (Indicative)</p> <p>The bidder shall provide the manpower (CSAs) as under:</p> <p>a) Minimum Qualification: Graduation with Good proficiency in English and with required skills as explained under heading “Human Resource Specifications”</p> <p>b) Training: Soft Skills training of minimum of 4 days and job training of minimum 6 days.</p> <p>c) The Bidder will have to maintain the record of the training imparted along with the details of the CSAs who attended the training.</p> <p>d) Soft skill training will be arranged by the bidder whereas job training will be provided by the bidder, with the</p>	

	support of officials working at IGCC. The bidder needs to do all the necessary verification of the staff recruited for the process.	
31	Uptime The bidder shall ensure minimum of 99% of end-to-end uptime (calculated on a monthly basis) for the smooth functioning of all the activities and shall agree for suitable penalty clauses in case of failure to provide the required uptime. The bidder would be required to submit a documentary proof of the upkeep time of 99% to IRDAI as per periodicity defined by IRDAI	
32	SLC & Penalty For smooth functioning of the project, SLCs are defined and mentioned under clause 1.5 Vol III of the RFP of the RFP document. Any deviation/ default in services will be governed by SLAs and penalty will be applicable as described under the relevant clause of the RFP.	

Authorized Signatory:

Name and Title of Signatory:

Name of the Firm:

Address:

Company Seal:

**Form – 7: Index Of Supporting Documents Mentioned In Technical Evaluation Criteria -
Table A**

S. No	Criteria	Supporting Document	YES/NO, (If YES the Page No.)
1	<u>Relevant experience:</u> Managing Call Centre operations for any BFSI domain client in India .	Completion Certificate (Completion Certificate can be in form of a Letter / Email from client confirming the points) Phase completion certificate if it is an ongoing engagement with client.	
2	Managing Call Centre operations for any client in India with at least 20 CSAs (for each client).	Completion Certificate (Completion Certificate can be in form of a Letter / Email from client confirming the points) Phase completion certificate if it is an ongoing engagement with client.	
3	Managing Call Centre operations for any client in India with multiple regional languages besides English and Hindi	Completion Certificate (Completion Certificate can be in form of a Letter / Email from client confirming the points) Phase completion certificate if it is an ongoing engagement with client.	
4	Completeness of Technical Proposal including understanding of the requirements and compliance to the functional and technical requirements & contractual terms outlined in the RFP with no deviations.	Technical Proposal in Form -6	

Authorized Signatory:
 Name and Title of Signatory:
 Name of the Firm:
 Address:

Company Seal:

Form – 8: Technical Bid Submission Checklist

The technical bid shall contain the following forms:

All pages in the Bid proposal should be serially numbered, should be affixed with the Company seal and signed by the Authorized signatory.

SNo.	Item	Details of the Item	Page # in Technical Bid Document
1.	Authorized Person for Bidding	A Board Resolution or Power of Attorney in the name of the person executing the bid, authorizing the signatory to represent the Bidder. Copy of the Board's resolution or POA should be submitted along with technical bid.	
2.	Eligibility Criteria – Form 1	Signed copy of the Form-1 confirming Eligibility Criteria along with the supporting documents page numbers in the technical bid document.	
3.	EMD (Bid Security Declaration Form -9)	In lieu of EMD, the bidder shall submit the duly filed signed and sealed “”Bid Security Declaration form available as Form - 9.	
4.	Form 2	Application for management of Insurance Grievance Call Centre (IGCC)	
5.	Form 3	Pre-contract Integrity Pact	
6.	Form 4	Technical Proposal in the defined structure	
7.	Form 5	Statement of NIL Deviation	
8.	Form 6	Compliance with Functional & Technical Requirements mentioned in Vol II Annexure-1	
9.	Form 7	Index of Supporting Documents mentioned in Technical Evaluation Criteria - Table A	

10.	Form 8	Filled Technical Bid Submission Checklist – Form 8	
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The bidder shall enclose the required supporting document wherever necessary in Technical Bid.

Form-9: Bid-Security Declaration Form

To

Chief General Manager (I.T)
IRDAI, Sy no 115/1,
Nanakramguda, Hyderabad – 500032

Reference: RFP/2020-21/IT/2 “Request for Proposal for IRDAI Insurance Grievance Call Centre (IGCC) Services”

I/We,..... irrevocably declare as under:

I/We understand that, as per Clause 8 of Vol –I of the RFP conditions, bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with IRDAI for a period of Three years from the date of disqualification as may be notified by IRDAI (without prejudice to IRDAI’s rights to claim damages or any other legal recourse) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the RFP or extended period, if any.
- 3) On acceptance of our bid by IRDAI, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

Signature:

Name & designation of the authorized person signing the Bid-Security Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____ (complete name of Bidder)

Dated on _____ day of _____ month, _____ year.

Company Seal :



Volume II-Functional, Technical and Operational Specifications

1. Objective of this RFP

The Authority receives telephone calls, emails from all over the country—from policyholders, prospects and other members of the public. IGCC would be managed with a Toll Free number giving a cost effective option to empower consumers by educating them and providing all basic assistance concerning Registration of grievances. It is envisaged that the IGCC would not only attend to phone calls, e-mails but also complaints forwarded by Consumer Affairs Department (CAD) of the Authority, subject to internal procedures, complaint registration process and other process requirements. IGCC would examine and act on complaints received over phone and e-mails at the first level and the letters forwarded by the CAD, IRDAI as agreed between the bidder and IRDAI and then escalate them to the respective Insurer. IRDAI proposes to enter into a partnership with a BPO Company to provide a qualitative Grievance redressal experience across the country.

2 IGCC Specification

The IGCC is envisaged to be a true alternate channel for the Insured public consumers by offering comprehensive tele-functionalities (both manual and IVR) to all Insurance consumer segments, serving as a 12 hours X 6 days' service platform, offering multiple languages and integrating channels. The bidder must provide latest state-of-the-art call centre solution based on IP Multimedia platform for seamless handling of mentioned channels with unified administration and reporting and must have the integrated components in a single platform.

Existing Calling Service Infrastructure provided by the current service provider:

- Call Centre Hardware (Servers, Agent Desk, Head Set, etc.), Software (IVR, ACD, CRM and Reports)
- 2 PRI Lines
- Toll Free Numbers – 18004254732, 155255
- 20 Customer Service Advisors (CSA), 1 Quality cum trainer, 1 Team Leader, 1 Manager

Statistics of IGCC transactions for the last one year is available in [Annexure-2](#)

3 Broad Scope of Work

- i. Establishing end to end Call Centre Service for Grievance Management of IRDAI for the initial period of Three Years which is further extendable for the period of

Two Years on year on year basis. Extension after 3 years will be at the discretion of IRDAI.

- ii. Providing Hardware, Software (CTI, IVRS, ACD, CRM, Report), Desktops, Seating for Advisors (CSA).
- iii. Customising IVR Service as per the requirement of IRDAI process and service.
- iv. Three Process supporting: Calling Process, Email Process and Letter Process
- v. Call Centre Working 12 Hours x 6 Days (8 am to 8 pm)
- vi. Migration of Pending Data (Call, Email, Letters)
- vii. Refresher Training on IRDAI Guidelines (Time to Time, based on changes in Guidelines related to Consumer Affairs)
- viii. Backup of Data (Call, Mail and scanned Letters) and submission to IRDAI. (TAPES/DVDs/External Hard disks)

4 Detailed Functional and Technical Requirements

Detailed Scope and process details are available in [Annexure-1](#)

5 Deployment of Staff at the Call Centre

IRDAI has the right to deploy requisite number (5 to 10) of its staff members at the IGCC for supervision, imparting product training to the CSAs/TLs/Subject Matter Experts, barge-in of calls, quality control of the calls, complaints resolution, perform Back Office/Other activities, liaison with the other IRDAI functionaries and the staff of the bidder etc. The service provider shall provide basic infrastructure for working of staff without any cost.

6 Project Delivery Schedule

The Bidder is expected to adhere to these timelines stipulated below. Non-compliance to these timelines by the Bidder would lead to Liquidated Damages as stated in this RFP. Below are the various stages:

SNO.	Key Activities	Time Lines
1.	Date of issuance of PO	T
2.	Entire setup of call centre including transition,	30 days

	infrastructure establishment, resource training and other set up	
3.	Go-Live of IGCC	T+30

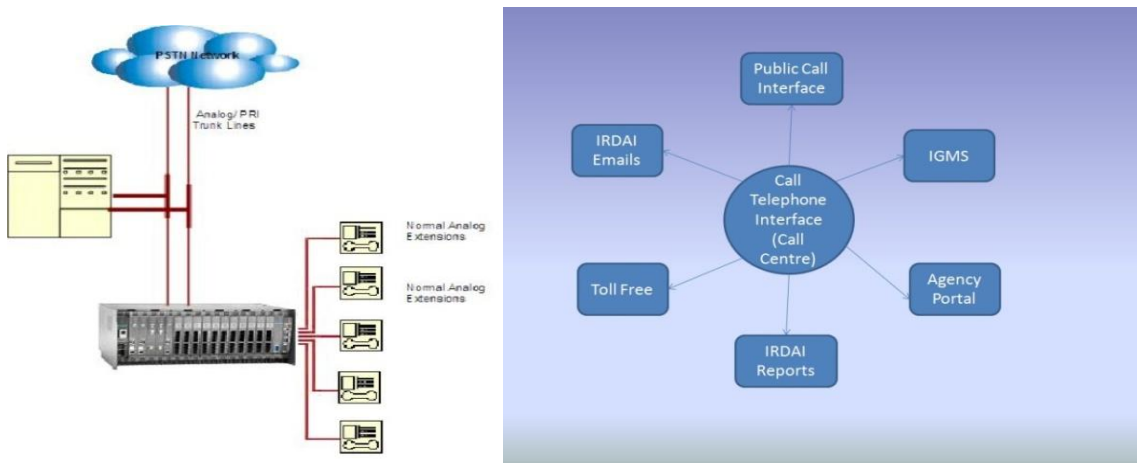
The Bidder is required to provide a detailed strategy to IRDAI; the activities mentioned above are indicative but the timelines for procurement, readiness and staff should be maintained by the Bidder. Hence, if the Bidder has a faster and more effective solution, the same may be discussed and agreed by IRDAI.

Annexure -1: Detailed Scope of the Work

1. The Selected Bidder will have to take over the IGCC from the existing service provider along with all the pending calls/ jobs with proper records/ acknowledgement. For taking over, he may submit the management plan.
2. To successfully set up and run IGCC with inbound and back office capabilities to help attain the above objectives and meet the long term vision of IRDAI.
3. To transfer and activate the existing Nationwide Consumer service help line supported with Back office activity.
4. Integration with the Integrated Grievance Management System (IGMS) of IRDAI to enable online monitoring, management of complaint history to put queries, complaints & reports. The specifications of requirement/ features/ functionalities would be provided by IRDAI and the bidder has to comply with the requirement of IRDAI.
5. Provide extensive MIS reports to IRDAI.
6. **Consumer Service Help line and Inbound Help line:** Successful Bidder to run the help line for the callers with an objective to inform them about the Grievance redressal options available to them.
7. As a new complaint is received, it would be scrutinized and wherever required registration is done in IGMS and the complaint related document(s) available is/ are sent to the concerned Insurer for redressal. Complaints up to 10 MB can be uploaded in IGMS.
8. Adherence to the various labour and statutory regulations in respect of the CSAs and other employees/ personnel hired by the Bidder for providing services to IRDAI will be the responsibility of the Bidder.
9. The timings of various shifts of CSAs/other personnel will be implemented with the approval of IRDA.
10. The bidder shall run the IGCC for the period of up to 3years (extendible up to 2 more years on a year on year basis) with required number of CSAs and required number of managerial/ supervisory/ technical staff mutually agreed with IRDAI. The CSAs and managerial/ supervisory and technical staff shall be on the roll of the bidder. Further, all statutory obligations regarding manpower would be the responsibility of the bidder. Extension after 3 years will be at the discretion of IRDAI.
11. IRDAI will form a team comprising of its own staff for monitoring the working of IGCC operations and analysing the advice given by bidder. The decision of IRDAI would be final.
12. The bidder will provide the complete infrastructure for running the IGCC including space, network & internet connectivity, power, AC, tables and seats, manpower, Computer, Network devices, Telephone equipment, cabling etc., maintenance of equipment, subscriptions to software licenses, Anti-virus, ATS etc.

13. The existing toll-free numbers will be shifted to the location of call centre of the selected service provider. The cost for shifting and subsequent charges for toll-free numbers will be borne by IRDAI. Providing space for call centre including workspace for CSAs / equipment will be the responsibility of the selected bidder.

14. Email management: offer email management services as described in detail in following sections.



15. General Description of the IGCC Services

The Bidder will be required to follow the IGCC process described below:

- k) Through a Toll - Free number 18004254732 and 155255 (from MTNL & BSNL lines) a policy holder / prospective policy holder can complain / escalate their grievance or call to seek information, advice or guidance for dealing with his insurance related problems, as decided. In case this toll free number changes, IRDAI shall inform the Bidder about this.
- l) Customer Service Associate (CSA) shall register the complaint in IGMS and provide a token number to the complainant for tracking
- m) Depending on whether it is a first time call or an escalation or repeat call, the caller will be advised appropriately and wherever the complaints are required to be registered / escalated in IGMS the same shall be carried out and the caller be informed accordingly..
- n) Based on the type of complaint, call center will provide the approximate resolution time to the complainant. At present, 15 days is the resolution time for all complaints.
- o) CSA will inform resolution status or intimate the request details of grievance redressal officer. In case the complainant is not satisfied with the reply of the Insurance Company, the CSA shall arrange for escalation of the complaint.

- p) It encompasses three channels: Voice, email, letters fax (Scanned paper documents)
- q) Login hours shall be 12 hours from 8:00 am to 8:00 pm (IST) week days, Monday through Saturday. The process shall run for 6 days with Sunday being a fixed holiday every week. The Bidder will maintain full login strength during peak period (11.00 am to 4 pm) and 60 % during the Off-Peak periods. The Bidder will deploy 100% trained and approved personnel and will be reviewed jointly based on call pattern analysis. In addition, the Bidder needs to deploy Supervisors in the ratio of 1:10 for attending escalations, repeat calls and correspondence. Team shift patterns will be organized to maximize call handling capability and peaks/ troughs that are outside the normal call arrival patterns. The normal call arrival patterns will, be responded to by rescheduling breaks, training, meetings etc. to ensure that service levels are maintained. The Bidder will ensure that Staff adhere to schedules 100% to meet service levels and will maintain at least 10% redundancy at all times.
- r) Voice scripts will be approved by IRDAI or it's Auditor based on Successful Bidder's inputs. The scripts will then be subjected to change control procedure. The Associates must restrain using their own language or that of complainant while registering the Grievance.
- s) Support in English, Hindi, Assamese, Marathi, Gujarati, Tamil, Telugu, Kannada, Malayalam, Punjabi, Odia and Bengali
- t) The Successful Bidder needs to disclose the disaster recovery strategy and Business continuity plan so that the Call Centre operates out of at least two locations in the steady state for disaster recovery purposes within six month from signing of the contract.

16. Inbound calls/emails:

To support policy holder / prospective policy holder by performing the following task:

- j) Informing consumers about various options available under Consumer Grievances redressal mechanisms.
- k) Providing consumers with basic information concerning Grievances (including their Registration/License/Address, Website, Call Centre number, email ID etc.) related to Insurers, intermediaries etc.
- l) General enquiries and help-line on services of various Insurers.
- m) Facilitating Consumers with all the steps involved in filing complaints against an Insurer/ Intermediary.
- n) Filling up the Complaint form on the basis of call/ emails/ scanned document and forwarding the copies to the appropriate IRDA official in the Consumer Affairs Department.
- o) Handling e-mails pertaining to the above by:

- Sending appropriate replies and calling for additional information wherever needed,
 - Acknowledging the Complaints received through email,
 - Forwarding them from the monitored email ID of IRDAI to a monitored email ID of the Insurer (mail id of the Grievance Redressal Officer of the Insurer) under copy to the Concerned IRDAI Official and the Complainant.
 - Escalating the Complaint received through Reminder emails to the appropriate IRDA Official.
- p) Routing the Reminder voice calls from Consumers on Consumer service issues to appropriate IRDAI Official, wherever needed.
- q) Forwarding the Complaints received by email concerning Intermediaries/ Surveyors/ other areas not covered by Consumer Affairs Department to the other respective IRDAI Officials under copy to the Applicant.
- r) To deal with Documents (scanned or otherwise) in an appropriate manner as in the case or emails detailed above (register as a complaint or escalate to the concerned entity or forward to IRDAI etc.)

The list given above is not an exhaustive list of requirements that the IGCC is expected to fulfil and additions may be made based on actual requirements.

17. Outbound calling

No response calls should be made to the consumers where the IVR/ Operator is not able to respond immediately or where the call gets dropped due to technical reason or for any other reason. Bidder will assist IRDAI to obtain a quarterly statement from BSNL/ Telecom Service providers that no outbound calls were made.

18. Key Performance Indicators and other Service Levels

The KPIs and Service levels as laid down under [Annexure - 3](#).

19. Infrastructure required Specifications

- a. PRI Line (Voice) with a backup
- b. 1800 toll free-number and 155255 (To be provided by IRDAI)
- c. IVR enabled software,
- d. Call logging / Recording software
- e. Hardware (servers + agent desk)
- f. Headsets (phone instruments / hands-free)
- g. IP enabled LAN network and Internet connectivity.
- h. Calling line information display (Caller number, Number dialled)

20. Assistance for Liaison with BSNL other Telecom providers:

- d) The Bidder will assist IRDAI in managing Telecom connectivity through BSNL/other Telecom providers.
- e) The Bidder will assist IRDAI in payment of Telecom Bills and getting any relevant information including data of raw calls from BSNL/ Service provider.
- f) The Bidder will provide data of BSNL specific Geographic distribution of calls and assist in generating reports of distribution of calls Geography wise.
- g) The Bidder will assist IRDAI for improving the coverage of call centre services to track if calls are not emanating from the Service Providers who have not yet mapped the IN Number.

21. Human Resource Specifications

- a. Based on the number of calls and mails received during the previous quarter, the Successful Bidder will have to deploy 20 CSAs. Presently, there are 20 CSAs for calls, emails and letters. The Successful Bidder will have to deploy CSAs who are Graduates with good Proficiency in English and two years plus experience necessary, proficiency in atleast one of the other language (s) i.e. Hindi, Assamese, Marathi, Gujarati, Tamil, Telugu, Kannada, Malayalam, Punjabi, Odia and Bengali. Bidder should ensure that in respect of each of the mentioned regional languages a candidate proficient in such language is deployed at all times.
- b. **Quality Check and Training Executive (1)**, with good proficiency in English/ some Indian Languages and preferably BPO Experience and able to understand Process Quality parameters and ways of improving quality.
- c. **Team Leader (1)**, preferably Graduate with good Proficiency in English and minimum five years experience
- d. **Manager (1)**, preferably Post Graduate with good Proficiency in English and minimum seven years experience; necessary proficiency in at least one of the other language (s) i.e. Hindi, Assamese, Marathi, Gujarati, Tamil, Telugu, Kannada, Malayalam, Punjabi, Odia and Bengali.
- e. The qualifications and experience levels will be mutually agreed between the Successful Bidder and IRDAI and IRDAI retains right to relax the qualification/experience.
 - i. In addition, IRDAI may desire to have their designated Staff member/s or/ and external Consultant to assist the management of the Call Centre. This

arrangement will be mutually agreed between the Successful Bidder and IRDAI.

22. Computer Telephony Interface (CTI)

The Successful Bidder must provide the complete Integrated CTI application suite with IVRS, CTI screen Pop-ups and CRM integration.

The CTI application suite at each workstation must have the following features:

- Provides Screen Pop-ups (on answer)
- Calling line information display (Caller number, Number dialled)
- On screen dialling
- Onscreen phone control - Answer, hang-up, hold, conference, etc.

23. Technology requirements

The call centre technology will be required to support the Integrated Grievance Management System (IGMS) at IRDAI. The system should have a CRM solution that should have the following features:

- The CRM tool should be tightly integrated with the CSA's application to provide one single tool of CSA related activity.
- The CRM tool to provide all the telephony functions from within the CSA's CRM interface for avoiding switching between applications.
- The CRM tool should allow for dynamic updates of the CSA's CRM for avoiding agent logout. The tool must be able to work in a stand-alone environment without having the need to be connected to the live system.

The Call centre technology configuration should meet the following generic requirements. In case the Successful Bidder would like to propose alternatives to any of these specifications at a later stage, IRDAI would be open to discussing them.

xii. Unified Messaging:

The system should have the following features:

- h. All options are fully customizable through menu based provisioning - any voice mail feature or menu may be modified, extended, and/or customized
- i. Supports Microsoft Exchange Server for message delivery and retrieval
- j. Retrieve voice mail, email, and fax from any MS Exchange client interface including a browser client.
- k. Supports MS Outlook and Lotus Notes for message delivery and retrieval.

- l. Retrieve voice mail, email, and letters from any interface including a browser client.
- m. Support for SMTP and LDAP for Unix-based message servers.
- n. Support for and logically limited menus for voice mail provider applications

xiii. The system should have Universal Inbox (Desktop) – uses MS Exchange and Lotus Notes enabling:

- e. Email, voice mail together in same inbox
- f. Caller / sender identified
- g. View email on-screen (feature of email server)
- h. Listen to voice mail.

xiv. System components:

- f. The capacity of the system will need to be mutually agreed upon, by IRDAI and the Successful Bidder.
- g. The system is required to be compliant of T-Pin supported operations.
- h. The system is required to provide 100% recording of calls, which is to be preserved for 3 months or such period as per the requirement.
- i. The system should provide for an application that can be invoked by either CSAs or any other authorised official, which will allow for search and retrieval of recordings by using any of the key parameters and wherever a complaint received through telephone call has resulted into registration, the search and retrieval of recordings should be made available, using the following key parameters:
 - IRDAI token no. of the complaint
 - Policy No.
 - Name of the complainant
 - Contact details
- j. The system should have the capability to produce performance review reports on a periodic basis – the formats of these reports should be decided during Transition period.

xv. Call routing capabilities required:

- d. The system will need to support skills-based routing of consumer calls, using a database look-up. The system will need to support prioritising a call based on a database attribute of the caller, such as policy number.
- e. Callers will need to be notified of potential wait times.
- f. System should be able to re-route calls after checking the status of other queues.

xvi. Email support required:

- l. Email ACD routing with content analysis and automated and semi-automated responses.
- m. Intelligently and automatically respond to email inquiries or routes inquiries with skills-based routing discipline to CSAs along with suggested responses.
- n. Intelligent distribution of email to CSAs.
- o. Support for standard email clients.
- p. Delivery of email to CSA's POP server account.
- q. Auto-acknowledgement.
- r. Automated intelligent response based on confidence threshold level.
- s. Automatic re-queuing of unanswered emails.
- t. Archival of consumer email and agent response in consumer contact history.
- u. Automatic/ Manual upload the email into our Grievance module/ CRM.
- v. Ability to recognize the reminder emails, ability to search the email and retrieve the history including the Grievance registration number mapped to email

xvii. Email Queuing:

- e. Designated mailboxes to be assigned to workgroups and queue emails to CSAs using ACD processing.
- f. Skills to be applied to emails in the same manner as skills are applied to phone calls.
- g. Using the same interface, CSAs should accept the emails sent to a workgroup.
- h. Once an CSA accepts an email, they should be able to:
 - View, run, and save attachments sent with the original email. For historical purposes, original attachments should not be deleted or removed.
 - Add attachments, predefined messages, URLs, and files to the email response.
 - Add notes or comments about the email that internal Interaction Manager users can view
 - Transfer the email to another user or workgroup
 - Spell check to verify the spelling of the response text
 - Print an email
 - Send an email response.

xviii. Email Auto-Acknowledgement Capabilities:

Send out an auto acknowledgement when an email is received. The auto acknowledgement text should be customizable.

xix. Interactive Voice Response capabilities:

- d. The IVR system should be capable of handling multiple languages – the number and range of languages that are offered will be mutually agreed upon by the Successful Bidder and IRDAI.
- e. Basic enquiries on IVR through online interface with IGMS. The IVR design environment should be capable of being programmed for changes any technological upgrade and update will be provided by the Successful Bidder to IRDAI and implemented during the contract period without any further cost.
- f. IVR should be capable of providing waiting time notification and should facilitate a flow easy for the policyholder to navigate and log in with the least possible nuisance value. The IVR System should help identify blank calls and support sequence change and default settings as defined by User.

xx. Interface to Bidder's CRM/Email Server/Document Server:

IRDAI Managers/ Auditor should be able to view CRM/ Email Server/ Document server to know the number of unattended Emails/ Scanned documents and review the Grievance capture process from Quality point of view

xxi. Integrated Reporting with access over web:

- g. Real time historical ACD reports.
- h. Customisable reporting architecture to cover ACD and CRM.
- i. Graphical reporting capabilities.
- j. Capability to run reports on any network printer should exist.
- k. Conversion of reports into html format for accessibility through web should exist.
- l. Online Dash Board: Dash board view needs to be provided for monitoring SLA parameters and to get real time historical ACD reports and other graphical reports to track quality.

xxii. CRM and other Technological Capabilities required for Scanned documents process:

- i. For each and every scanned document, a unique ID should be generated from Internal CRM of Bidder in real time as and when IRDAI Team uploads the scanned document (through the interface to the CRM) for noting on the paper

document received and this will also be used by IRDAI / Bidder for any future interactions.

- j. Inward entry registration number of IRDA also needs to be recorded in CRM of Bidder to track the faxed/ scanned document.
- k. The application should be capable of retrieving the status of a scanned document by IRDA inward number or CRM Unique ID no or IGMS registration number.
- l. After processing, Bidder will send a consolidated, Action taken report attaching the letter to be sent to policyholder in pdf form generated from the IGMS.
- m. The application may capture the priority level of a scanned document like VIP/ High/ Legal/ Normal in a drop down menu.
- n. The Application should provide ability to search the CRM for key information like Policy number/ name etc.
- o. For each and every scanned document, basic three fields - name, policy number/Claim number/Proposal number and Insurer name will be entered by IRDA team. Additional documents received relating to the Registered Grievances can be linked to the Registration number and uploaded into IGMS.
- p. CRM should be able to tag the reminder fax/ scan documents of the complaints which are already registered.

24. Supervision and monitoring capabilities:

Supervisors and above should be able to see a detailed list of agents by team, and view their present status. The system should also provide summary information about at least the following elements:

- i. Number of agents logged in
- ii. Number of calls being currently handled
- iii. Service levels for the day, week and month
- iv. Longest call waiting
- v. Number of calls waiting
- vi. Abandoned call percentage for the day, week and month

The scope of the overall information being captured and reported will be mutually decided upon, by IRDAI and the Successful Bidder.

25. Training requirements

- c) The Bidder process should include at least the following features that allow flexible training and coaching: A training environment where operators have access to all functionalities and can execute all types of dummy transactions, without any of these transactions actually being fulfilled system support for a training instructor or supervisor to be able to coach an

operator from another workstation location, by listening into a call conversation and by following the screen events as they occur.

- d) Soft Skills training of minimum of 4 days. Soft skill training will be arranged by the Bidder. Job training of minimum 6 days. Job Training including Insurance refresher training will be provided based on the content provided by IRDAI and/ or with the support of External Consultant from IRDAI or Officials working at IRDAI. The content will be updated by the Bidder's Content Management team by coordination with IRDAI at least quarterly once. Specific campaign related job training of minimum of 2 days. Content management team of the Bidder will be alerted by IRDAI for developing content in advance of Advertisements planned to raise awareness on specific issue of common interest to Citizen.

26. Methodology for accessing the data on real time basis

- a) No database will be kept at the Bidder's end beyond the retention period mentioned in the RFP.
- b) Backup of database to be taken on a readable media and provided to IRDAI in readable condition on monthly basis.
- c) IGCC will remain connected with IGMS/existing module database through leased line/or any other feasible mode.
- d) Read only access of Database will be given for identified fields which are necessary for giving information.
- e) For updating the TPIN generated at Call centre, complete security shall be ensured. TPIN data will be stored in encrypted format.
- f) IVR will interact with database on real time basis to provide required information.
- g) Both end routers will have defined access list to ensure no un-authorized access.

27. Deployment of Staff at the Call Centre

IRDAI has the right to deploy requisite number of its staff members/engage an external consultant at the IGCC for supervision, to assist the bidder in imparting job training, to check barge-in of calls, quality control of the calls, complaints resolution, perform Back Office/Other activities, liaison with the other IRDAI functionaries and the staff of the bidder etc. The service provider will provide basic infrastructure for working of staff without any cost.

28. Quality of Manpower (Indicative)

The bidder shall provide the manpower (CSAs) as under:

- e) Minimum Qualification: Graduation with Good proficiency in English and with required skills as explained under heading “**Human Resource Specifications**”
- f) Training: Soft Skills training of minimum of 4 days and job training of minimum 6 days.
- g) The Bidder will have to maintain the record of the training imparted along with the details of the CSAs who attended the training.
- h) Soft skill training will be arranged by the bidder whereas job training will be provided by the bidder, with the support of officials working at IGCC.
- i) The bidder needs to do all the necessary verification of the staff recruited for the process.

29. Uptime

The bidder shall ensure minimum of 99% of end-to-end uptime (calculated on a monthly basis) for the smooth functioning of all the activities and shall agree for suitable penalty clauses in case of failure to provide the required uptime. The bidder would be required to submit a documentary proof of the upkeep time of 99% to IRDAI as per periodicity defined by IRDAI.

30. Penalty

For smooth functioning of the project, SLCs are defined and mentioned under clause 1.8 of the RFP document. Any deviation/ default in services will be governed by SLAs and penalty will be applicable as described under the relevant clause of the RFP.

Annexure -2: Statistics of IGCC transactions during last one year

Month	Offered Emails	Offered Letters	Calls Offered
Apr-20	24531	0 (Covid-19 Lock down period)	465 (Covid-19 Lock down period)

May-20	17063	117 (Covid-19 Lock down period)	9986(Covid-19 Lock down period)
Jun-20	21267	9 (Covid-19 Lock down period)	14616((Covid-19 Lock down period)
Jul-20	24700	570	18470
Aug-20	25354	105	14341
Sep-20	27405	495	16255
Oct-20	23740	308	15195
Nov-20	18832	286	11372
Dec-20	26345	566	12264
Jan-21	25339	455	11295
Feb-21	25516	438	10353
Mar-21	29786	487	11483

Average Calls Offered(10 months - (From Jun-20 to Mar-21) – Excluding Corona Period	13564.4
Working Days	26.0
Associates Handling Calls	12.0
No of Calls per Associate	43.48
Average Email Offered (Apr 20 – Mar 21)	19548
Working Days	26.0
Associates Handling emails	6
No of Emails per Associate	125.31
Average Letter's Offered (From Jul-20 to Mar-21) – Excluding Corona Period	412.2
Working Days	26.0
Associates Handling Letter's	2
No of Letters per Associate	7.92

Annexure 3: Service Levels

1. Definitions:

Service level definition: Service level to be defined as total calls answered in first 20 seconds of the total calls received. Formula in order to arrive at Service Levels for SLA Compliance purposes is as follows:

= total calls answered in first 20 seconds/ total calls received

Abandoned calls definition:

A call shall be considered as abandoned if a caller chooses the option to talk to the Associate and disconnects the call before the call is connected to Associate.

For SLA calculation purposes, any such call where the caller has waited in the queue for over 10 seconds before disconnecting the call shall be considered. Any call where the caller disconnects the call before 10 seconds while on queue will not be considered as an abandoned call. Formula in order to arrive at abandoned percentage for SLA Compliance purpose is as follows.

=total call abandoned >10 seconds/ Total calls received

Hold Time definition (on hold calls only).

Hold time is defined as calls where customers are placed on hold by the CSA

Hold time to be defined as total hold time/ total calls put on hold.

Available time/Idle Time:

The amount of time, a CSA in the ACD (Automatic Call Distribution) queue spends in the Available state. The Available telephone state is one where an Associate is available to take an Available ACD call.

Talk Time:

Talk Time is defined as amount of time spent by a CSA talking to customer. Average talk time is the sum of all ACD call talk time divided by the number of ACD calls answered by the CSA or ACD queue.

After Call Work (ACW) Wrap Time:

After call work is defined as work immediately following an inbound call or transaction. Work may involve keying activity codes, updating database, filling out forms, ACW is factored into average handle time.

AHT (Average Handle Time):

The amount of time a CSA is occupied with an incoming contact. This is the sum of transaction time (Talk time and Hold time) and wrap-up time.

2. Service standards of Voice process:

Measure	Service standard
Quality Score answering general enquiries within 180 sec by reference to Intranet	90%
Quality Score - answering enquiries related to Grievance process within 180 , sec without reference to Intranet	90%

Quality Score registration to be completed within 480 seconds	90%
Quality Score pending complaints to be handled within 300 seconds	90%
Quality Score - exceptional calls to be handled within 300 seconds	90%
Quality score - Data capture (Input form fields- policyholder name, policy number, address, contact number, name of the Insurer and complaint description)	100%
Quality score - Data capture of exceptional calls (more than 10 min)	100%
Quality score - Call by Call Hold Time is less than 180 sec	90%



1. Contractual and Legal specifications

1.1. Acceptance of Order

The bidder shall give acceptance within seven working days from the date of award of Letter of Acceptance (LOA) / Purchase Order (PO). IRDAI has a right to cancel the order, if the same is not accepted within a period of seven working days from the date of the award of work.

1.2. Contract/Agreement

- i. Signing of Contract: The successful bidder shall be required to enter into Master Services Agreement which shall include the Service Level Agreement as provided by IRDAI. The agreement shall include system and procedure to be adopted by the Bidder as desired by IRDAI.
- ii. The Bidder has to furnish the duly signed contract/agreement along with the security deposit/performance bank guarantee (PBG) for IRDAI's counter signature within 21 days from the receipt of LOA/PO.

- iii. The contract/agreement between the Bidder and the IRDAI will be signed in accordance with all the terms and conditions mentioned in this RFP document.
- iv. The Bidder has to furnish two copies of the contract/agreement in Rs. 100/- stamp paper, with all the above terms and conditions mentioned including the commercials.
- v. The draft of the contract/agreement will be shared with the Bidder along with the LOA/PO.
- vi. Any proposal submitted in response to this RFP and all associated amendments, clarifications/ documents, pre-bid clarifications, Technical presentations submitted during evaluation, would form part of the agreement/contract that would be signed with the successful bidder.

1.3. Tenure of the Contract

The initial contract shall be for a period of three years, extendable further up to two years on year on year basis (unless terminated by IRDAI prior to that date). However, after completion of initial contract, IRDAI reserves its right to extend the contract on the terms and conditions mutually agreed between IRDAI and the Successful Bidder. During shifting of the services to new agency, the Bidder shall provide necessary help for smooth switch over and necessary training to the staff for running the IGCC without any additional cost.

However, both parties will have the option to terminate the contract with a notice period of 3 months or on mutually agreed notice period.

1.4. Performance Bank Guarantee (PBG) and format

Within 21 working days of the receipt of notification of award from IRDAI, the successful bidder shall submit the PBG to the tune of 3 % of the total contract value, with the validity of 42 months. If the contract is extended beyond the period of contract, the bidder will have to submit the PBG for the extended period. If the successful bidder fails to submit the PBG within a period of 21 working days, it shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid

security, in which event IRDAI may cancel the contract. The format of Performance Bank Guarantee is made available in [Annexure -4](#)

1.5. Service Level Criteria (SLC)

The Service Level Criteria shall become the Service Level Agreement (SLA) and will form part of the Master Services Agreement (MSA).

At the end of each quarter, the Bidder shall submit the SLA compliance report along with the details of the parameters mentioned in the below table.

The Successful Bidder has to ensure that sufficient staff is deployed in the Call Centre to manage inflow of the calls.

The Service Level will be determined based on the following parameters.

Sr. No	Parameter	Performance level	Penalty	Maximum Penalty	Risk (High/Medium/Low)	Method of measurement
1	End to end uptime (Monthly basis)	99 %	As mentioned under clause (1.6)	10 % of total quarterly Charges	NA	Total uptime of Hardware, PRI, Software and Network
2	Abandoned calls (Monthly Average) Service Level = No. of calls abandoned (which were in queue)/ Total calls	< 5 %	Rate	15 %	Medium	CRM Reports
3	Ordered Logins (within one month)		Actual cost of short	3 %	Medium	CRM

			logins + 2 % of billing amount of short login			Reports
4	Calls answered within 20 seconds Service Level =No. of Calls attended within 20 Seconds/ Total calls	80 %		1 %	Low	CRM Report
5	Average speed to answer	28 seconds		1 %	Low	CRM Report
7	Occupancy Rate Occupancy % = (Talk time+ Hold time + Wrap time)/(Talk time+ Hold time+ Wrap time + Avail Time)	> 70 %		3 %	Medium	CRM Report
8	Calls to be attended by each login (including registration, wherever required)	40 calls/ day	(+/-) 10 %	1 %	Low	CRM & IGMS Report
9	Emails to be attended to by each login (including registrations, wherever required) (*) Backlog of mails should be cleared within four working days.	100 mails/ day	(+/-) 10 %	5 %	High	Email Service and IGMS Report
10	Letters received from IRDAI to be registered by each login (*) Within 2 working days from the date of receipt of the letter at call centre.	30 letters/ day	(+/-) 10 %	3 %	Medium	No. of Letter and IGMS Report
Overall maximum penalty chargeable will be 15 % of the Quarterly charges payable to the Successful Bidder.						

Statement of Applicability (SOA): For all the parameters, the risk is categorised and mentioned in the above table. In case of default for one or more parameters of the risk

category, the penalty percentage under that risk category will be applicable. The percentage for each category is mentioned below.

1. **High Risk category** : 5 % of the charges payable for the quarter,
2. **Medium Risk category** : 3 % of the charges payable for the quarter,
3. **Low Risk category** : 1% of the charges payable for the quarter.

1.6. Charges/Penalty for non-availability of services:

A maximum penalty of 10% of the charges for quarter may be levied based on non-availability of Call Centre Services. The penalty calculated shall be adjusted from the amount payable.

Sr. No.	Availability of the Call Centre Service (Quarterly basis)	Penalty
1	100% to 99%	NIL
2	Below 99%-Up to 98.5%	2 % of quarterly charges
3	Below 98.5%-Up to 97%	5 % of quarterly charges
4	Below 97% -Up to 95%	7 % of quarterly charges
5	Below 95 %	10 % of quarterly charges

Below 90 % of SLA in a quarter is not acceptable and may lead to termination of the contract with higher penalty. The decision of IRDAI shall be final in this regard.

1.7. Payment Terms

The payment will be released after completion of the month within three weeks of the submission of the bill, after deducting applicable taxes.

1.8. Project Governance

The IGCC envisages dissemination of information in a simple, transparent, orderly process. Implementing such a program that would impact citizens in a direct manner and has linkages with a wide-ranging set of stakeholders is likely to encounter various challenges. Therefore, an appropriate governance structure comprising of a Steering Committee (SC) shall be put in place by IRDAI to ensure the long-term success of the project.

Steering Committee

The steering committee would be responsible for providing guidance and requisite resources to the project. The committee would comprise senior IRDAI officials and senior officials from the Bidder and may have representatives from other agencies as deemed necessary by IRDAI.

The committee would meet on a quarterly basis or as and when required to monitor the project and help in overcoming the obstacles encountered during the project implementation and operations. The chairperson of steering committee (a senior IRDAI official, to be decided by IRDAI) may also convene ad-doc meetings if required.

1.9. Escalation Matrix/Contact call tree

The Bidder should provide the contact call tree and the escalation matrix for the services it offers. On a minimum, it shall provide for the following:

- Office Contact Details (Normal Working Hours)
- Contact Details of Project team and Support Personnel including translation team (Normal and after office working hours)
- Contact Details of Designated Account Manager in case of Escalation (Normal and after Office Working hours)
- IRDAI shall provide a call tree, which includes point of contacts for reporting and updating routine activities, and point of contact for escalations.

1.10. Information Ownership

All information processed, stored, or transmitted by Bidder equipment belongs to IRDAI. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

Sensitive Information : Any information agreed as sensitive between IRDAI & the Successful Bidder must be protected by the Successful Bidder from unauthorized disclosure, modification or access.

1.11. Price

- i. The bidders should quote only the base price. GST shall be reimbursed as shown in the invoice.
- ii. The base price shall be all inclusive including state levy, commissioning and testing charges.
- iii. There shall be no escalation in the prices during the contract period once the prices are fixed and agreed to by IRDAI and the bidders. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty during the period between the date of Letter of Acceptance (LOA) / Purchase Order, should be passed on to IRDAI.

- iv. All the items should be quoted in INR (Indian Rupees) only.

1.12. Taxes

The Bidder has to quote the rates excluding taxes. The taxes will be reimbursed to the Bidder as per the invoice.

1.13. Confidentiality

- i. All information, which is marked as "confidential" or if disclosed orally, will be identified as "confidential". Bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- ii. Additionally, the Bidder shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- iii. IRDAI shall retain all rights to prevent, stop and if required take the necessary punitive action against the Bidder regarding any forbidden disclosure.
- iv. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - a) Information already available in the public domain;
 - b) Information which has been developed independently by the service provider
 - c) Information which has been received from a third party who had the right to disclose the aforesaid information;
 - d) Information which has been disclosed to the public pursuant to a court order
 - e) The bidding party may use in its business activities the ideas, concepts and know-how contained in the confidential information which are retained in the memories of bidding party's employees who have had access to the confidential under this contract.

1.14. Non-Disclosure Agreement (NDA)

The selected Bidder shall submit stamped Non-Disclosure Agreement for confidentiality and secrecy of data and processes (on a stamp paper of Rs. 200/-) as per the [Annexure-5](#), along with the PBG.

1.15. Security Clause

The bidder shall share its IT security policy and shall ensure to take all steps for security of the data of the process. The data created during the incoming and outgoing calls of IRDAI will be the exclusive property of IRDAI and bidder shall not be authorized to utilize/ share with any third party/ sell the same to any third party. Such data should be provided to IRDAI on monthly basis.

1.16. Exclusivity Clause

Whenever the terminals are free in a shift and are not in use by the team, these will be left to remain idle and the bidder shall not use these terminals for any other process due to security reasons.

1.17. Extension of time

Delivery of the services shall be made by the selected Bidder in accordance with the project delivery schedule. However, the Bidder shall claim extension of time limits as set forth in the work schedule in case of:

- a) Changes ordered by IRDAI
- b) Delay in providing any material, drawing or services, which are to be provided by IRDAI
- c) Force Majeure and
- d) Delay in performance of work caused by orders issued by the IRDAI relevant to but not included in the contract.

The selected Bidder shall submit to IRDAI a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. After receipt of such notice and supporting particulars of the claim, the Bidder shall agree in writing upon the period of such extension.

1.18. Use of Contract Document and Information

The Bidder shall not, without IRDAI's prior written consent, make use of any document or information provided by IRDAI in Bid document or otherwise except for purpose of performing contract.

1.19. Performance review:

IRDAI reserves right to conduct end to end half yearly audit of the Bidder's activities through internal/ external Auditor. IRDAI can engage a third party for the same, however such third party shall not be a competitor of the Bidder i.e., a company providing outsourcing services.

The Bidder has to provide all the necessary support for the same. The Bidder has to comply with the audit report submitted by the auditors within a maximum period of one month from the date of submission of the Audit report. If the services are not found satisfactory, IRDAI may take recourse to terminate the contract and invoke Bank guarantee.

The Auditor will have the same privileges as the Bidder's Quality Team to review CRM/ / Email server / Document server and shall remotely access to Individual desk/ queue and experience the end to end process. The Bidder needs to collaborate with Auditor by sharing the Quality control framework to analyse the feedback in terms of AHT, Insurance knowledge, tenure of Associate, training needs and take corrective action to ensure that there are no fatal errors where by IRDAI may incur reputation risk and litigation/ adverse media coverage. The Bidder has to comply with the audit report submitted by the auditors within a maximum period of one month from the date of submission of the Audit report. If the services are not found satisfactory IRDAI may take recourse to terminate the contract and invoke Bank guarantee. The decision of IRDAI in this regard would be final and binding on the Bidder.

Additionally, the Bidder will organize a monthly performance review after submission of monthly MIS reports. As part of Project Governance, the authorized Officials of Senior managements (Steering Committee) shall meet once every three months.

1.20. Assignment

The Bidder shall not assign to anyone, in whole or in part, it's obligations to perform under the contract.

1.21. Dispute Resolution

All disputes or differences whatsoever arising between IRDAI and the Bidder in relation to work awarded pursuant to this RFP shall be settled through arbitration as per terms and conditions of arbitration under the contract and in accordance with applicable Indian Laws. The venue of the arbitration shall be Hyderabad. During the arbitration proceedings the successful Bidder who becomes the Service Provider shall continue to work under the contract unless otherwise directed in writing by IRDAI or unless the matter is such that the work cannot possibly be continued until the decision of the sole arbitrator, as the case may be, is obtained. However, in such contingency, IRDAI shall be entitled to make alternative arrangements to tackle the situation in the manner it deems fit, at the cost of the Service Provider, so that the business of IRDAI continues without any disruption.

1.22. Arbitration

Any dispute or difference whatsoever arising between the parties out of in course of or relating to, the construction, meaning and operation or effect of the contract or the breach thereof shall be raised within 2 months from the date of occurrence shall be settled through arbitration in India by a Sole Arbitrator from the panel of Indian Council of Arbitration and in accordance with its Rules under the provision of The Arbitration and Conciliation Act, 1996 and all statutory modification thereof shall be governed such arbitration proceedings.

The arbitration will be conducted in English language and Indian law will be applicable. The venue of such arbitration shall be at Hyderabad only.

1.23. Applicable law

The Indian laws will be applicable in all matters.

1.24. Force majeure

Neither IRDAI nor the bidders shall be held responsible or considered to be in default if the execution of the contract is delayed/ interrupted due to the cause absolutely beyond their control, such as acts of God, natural calamities, war, major civil commotion, fire, storms, strikes and floods. However, only these causes which have a bearing of more than 7 days will be considered as being causes of "Force Majeure". In such event neither party shall compensate the other for the loss that might accrue or might have accrued because of the effect of such event upon the execution of the contract.

If the Bidder is unable to perform the contract beyond 7 days due to the reasons attributable to force majeure conditions, IRDAI reserves the right to make immediate arrangement for engaging another supplier(s) for the same work without assigning any liability to the original supplier.

1.25. Limitation of Liability

- a) There shall be no limitation of liability in case of any damages for bodily injury, death or damage to tangible personal property and willful fraud.
- b) In all other cases, the total financial liability of the Implementation agency shall be limited to the total value of the contract i.e. the Total IGCC Services Cost quoted by the Bidder in its commercial proposal to IRDAI in response to the RFP.

- c) Any claim or series of claims arising out or in connection with the Agreement shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law relating to limitation.
- d) IRDAI shall be entitled to claim the remedy of specific performance under the Agreement.
- e) In case of any defect or inadequacy in the services rendered by the Bidder prior to the date of final acceptance of the work by IRDAI, the bidding party shall perform at his own initiatives and free of any cost to IRDAI, all such services as shall be necessary to remedy the identified defect or inadequacy.

1.26. Risk and cost

IRDAI shall have the power to recover the amount due to damage arising out of the delivery of IGCC services, from any money due or likely to become due to bidder from any contractual value pending or liable to be pending at IRDAI. The payment or deduction of such compensation shall not relieve the bidder from its obligation to complete the work or from any of other obligations/ liabilities under the contract. In case of failure of bidder to complete the work, IRDAI shall have the right to order some other agency to complete the work after issuance of a notice in writing of minimum ten days by IRDAI. The bidder shall be liable to bear the cost of work by the other agency to the extent of the value of the contract.

1.27. Indemnification

- a) The Bidder shall, at its own expense, defend and indemnify IRDAI against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or willful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.
- b) The Bidder shall indemnify, protect and save IRDAI and hold IRDAI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from

- i. a gross negligence and/or willful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
 - ii. breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder
 - iii. use of the deliverables and or services provided by the Bidder
 - iv. Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
- c) The Bidder shall further indemnify IRDAI against any proven loss or damage to IRDAI's premises or property, etc., due to the gross negligence and/or willful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.

1.28. Liquidated Damages

- a. The liquidated damage is an estimate of the loss or damage that IRDAI may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder.
- b. If the Bidder fails to deliver and successfully implement the proposed Call Centre solution within the stipulated time schedule framed by IRDAI or by the date extended by IRDAI, it shall be considered as breach of contract. In such case, the Bidder shall be liable to pay liquidated damages (LD). A penalty @ 1 % of the quarterly payment value per week (for the delayed period) will be levied. If such penalty exceeds 5 %, IRDAI may consider cancellation of the contract.
- c. Performance of services shall be within the norms specified in the Service Level Criteria (SLC) forming a part of the contract. In case bidder fails to meet the above standards of maintenance, there will be a penalty as specified in the SLC.
- d. However, no such Liquidated Damages shall be levied where the delay is attributable to IRDAI or due to Force Majeure. Where there is an event of force majeure preventing

the bidder from performing its obligations, the bidder must notify IRDAI and shall use all reasonable efforts to mitigate the consequences of the event.

1.29. Termination

Cure period: In the event that deficiency in delivery of services provided by the Implementation agency is observed, IRDAI, without prejudice to any other remedy for breach of Contract shall give written notice of default to the Service Provider with a cure period of 30 days within which to cure such deficiency, specifying in reasonable detail the basis for the claimed deficiency. Deficiency in Service delivery shall not be actionable if the Service Provider is able to rectify it within the Cure Period. After 30 days if IRDAI is not satisfied with the response, may terminate the Contract in whole or in part.

In case the Bidder fails to fulfil the Contractual obligation within stipulated time frame without any valid reason, IRDAI reserves the right to terminate the contract by giving 30days' notice provided the failure is not cured within such 30 days' notice period. Upon receipt of such notice, the Bidder will terminate all tasks in an orderly manner, as soon as practical or in accordance with a schedule agreed to by the parties.

In the event there is any material breach of any of the terms and conditions of the Agreement by any party to the Agreement the other Party may terminate the Agreement provided that the party shall serve a non-compliance one-month notice to the defaulting party to rectify the breach or restore the same within the said notice period. After the expiry of said notice period the Agreement shall come to end if the material breach is not rectified or restored by the defaulting party within the said notice period and thereafter IRDAI shall pay to Bidder all payments due as of the termination date stated in the notice on pro rata basis including those for the proportion of work completed in the on-going stage and to the extent the deliverables supplied and the services rendered up to the date of termination..

Either Party shall be entitled to terminate the Agreement forthwith in the event of the other Party:

- going into compulsory or voluntary liquidation or winding up; or

- assigning its property and/or assets for the benefit of its creditors materially affecting its abilities to perform the Agreement.
- by giving a 3 months' notice in writing to the other upon situations arising due to noncompliance of the stipulations of this contract or for any other reason.

Any termination of the Agreement howsoever caused, shall not affect any accrued rights or liabilities of either party nor shall it effect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Upon the termination of the Agreement:

- a) Bidder shall hand-over of all the necessary documents and other materials obtained by Bidder in relation to the managed services during the term of the Agreement.
- b) Bidder shall ensure that the hosting arrangements are transferred (with no cost to IRDAI) smoothly to the service provider identified by IRDAI.

In case the bidder terminates the contract, IRDAI shall have the right to interview and retain the existing staff of the bidder for running IGCC without any additional cost.

1.30. Exit Management and Transition at the end of contract period

Bidder shall initiate the 'Exit Management & Transition Process at the conclusion of the contract duration. All data, Intellectual Property Rights etc. created for the project would be transferred to the IRDAI IT Department. Any Departmental premises provided to the Bidder for delivery of the services shall revert to the Department.

The responsibilities of Bidder with respect to Exit Management / Transition-Out services on Cloud hosting include:

- a. Provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of IRDAI. Provide a comprehensive exit management plan.
- b. Support IRDAI in migration of the data, content and any other assets to the new environment created by IRDAI or any Agency (on behalf of IRDAI) by copying to IRDAI supplied industry standard media.
- c. Address and rectify problems with respect migration of data and related items during the transition.

- d. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with IRDAI.
- f. Ensure that all the documentation required by IRDAI for smooth transition including configuration documents are kept up to date and all such documentation is handed over to IRDAI during regular intervals as well as during the exit management process.
- h. Once the exit process is completed, remove the IRDAI's data, content and other Content and data destruction to IRDAI as per stipulations and shall ensure that the data cannot be forensically recovered.
- i. Train and transfer knowledge to the new replacement agency to ensure similar continuity and performance of the services post expiry of contract.

NOTE: There shall not be any additional cost associated with the Exit / Transition-out process.

1.31. Other

The RFP is not an offer by IRDAI but an invitation to receive Service Providers response. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal Agreement is signed and executed by duly authorized officers of IRDAI and Service Provider

Annexure-4 – PBG (PERFORMANCE BANK GUARANTEE) Format

(on Non-Judicial Stamp Paper of Rs.100.00)

This Deed of Guarantee executed at _____ on this day of _____ BY
_____, a Banking Company constituted under _____ Act
having its Branch Office at

_____ (hereinafter
referred to as "Bank" which expression shall. unless repugnant to the context and meaning
thereof, means and includes its successors and assigns)

IN FAVOUR OF

IRDAI., a statutory and regulatory body constituted by an Act of Parliament having its Head
Office at Sy No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032
(Hereinafter referred to as "IRDAI/Purchaser" which expression shall unless repugnant to the
content and meaning thereof, means and includes its successors and assigns)

WHEREAS

(1) IRDAI is desirous to manage the IRDAI Grievance Call Centre (IGCC) Portal (hereinafter
referred to as "said works") and has
requested _____ a _____ registered/established/constituted under
/by _____ Act having its Head Office at
_____ (hereinafter referred to as "Contractor" which expression shall. unless repugnant

to the context and meaning thereof means and includes its successors and assigns) to submit its Bid to execute the said works.

2. The Contractor has submitted his Bid/tender to execute the said works for a total sum of Rs _____ (Rupees _____ only).

3. One of the conditions of the said tender is that the Contractor shall furnish to IRDAI a Performance Bank Guarantee (PGB) for an amount of 3% of the contract value i.e. _____ (Rupees only) in favour of IRDAI for the due and faithful performance of the contract in all respects as per the conditions as set forth in the Tender by the Contractor.

4. The Contractor has approached us for issuing a PGB in favour of IRDAI for an amount of (Rupees _____ only).

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

1) In consideration of the premises and at the request of the contractor.

We _____ Bank both hereby irrevocably and unconditionally guarantee to pay to IRDAI, forthwith on mere demand and without any demur, as may be claimed by IRDAI to be due from the contractor by way of loss or damage caused to or would be caused to or suffered by IRDAI by reason of failure to perform the said works as per the said contract.

2). Notwithstanding anything to the contrary, the decision of IRDAI as to whether computer hardware and software have failed to perform as per the contract and go whether the contractor has failed to maintain the computer hardware and software as per the terms of the contract will be final and binding on the Bank and the Bank shall not be entitled to ask IRDAI to establish its claim or claims under this Guarantee but shall pay the same to IRDAI forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor. Any such demand made by IRDAI on the Bank shall be conclusive and binding notwithstanding any difference/dispute between IRDAI and the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3). This Guarantee shall expire at the close of business hours on _____ (this date should be the date of expiry of the contract i.e. 4 years from _____) without prejudice to IRDAI' claim or claims demanded from or otherwise notified to the Bank in writing on or before the said date i.e., (this date should be date of expiry of Guarantee. i.e. 6 months after end of warranty/contract period).

4). The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of IRDAI in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of IRDAI under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or IRDAI certifies that the terms and conditions of the said contract have been fully carried out by the contractor and accordingly discharges the Guarantee.

5). In order to give full effect to the Guarantee herein contained, IRDAI shall be entitled to act as if the Bank is IRDAI' principal debtors in respect of all IRDAI' claims against the contractor hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6). The Bank agrees with IRDAI that IRDAI shall have the fullest liberty without affecting in any manner the Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by IRDAI against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the contractor for any forbearance, act or omission on the part of IRDAI or any other indulgence shown by IRDAI or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7). The Guarantee shall not be affected by any change in the constitution of the contractor or the Bank nor shall it be affected by any change in the constitution of IRDAI by any amalgamation or absorption or with the contractor, Bank or IRDAI, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8). This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un cancelled and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees

heretofore issued by us on behalf of the contractor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9). Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.

10). It shall not be necessary for IRDAI to exhaust its remedies against the Contractor before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which IRDAI may have obtained from the Contractor at the time when this guarantee is invoked is outstanding and unrealized.

11). Any notice by way of demand or otherwise under this guarantee may be sent by special courier, fax or registered post accompanied by the copy of the guarantee.

12). Notwithstanding anything contained herein: -

a) Our liability under this Bank Guarantee shall not exceed and is restricted to _____ (Rs. _____ only)

b) This Guarantee shall remain in force up to _____ or up to the date extended by renewal of this guarantee.

c) Unless the demand/claim under this guarantee is served upon us in writing before _____ or on or before the expiry of six months from the validity date extended by renewal of this guarantee. All the rights of IRDAI under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

13) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Dated this ----- day of ----- 2020 at

For and on behalf of ----- Bank.

Sd/ _____

Annexure 5 - NDA (Non - Disclosure Agreement) Format

(To be submitted in separate Rs 100 stamp paper)

This confidentiality and non-disclosure agreement is made on the.....day of....., 20....between (Bidder name), (hereinafter to be referred to as “-----”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns a company incorporated under the Companies Act, 2013 and having its principal office at(address) and INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY OF INDIA (hereinafter to be called “IRDAI”) which expression shall unless repugnant to the subject or the context mean and included its successors, nominees or assigns having its Head Office at (address) on the following terms and conditions:

WHEREAS, in the course of the business relationship between the aforesaid parties, both the parties acknowledge that either party may have access to or have disclosed any information, which is of a confidential nature, through any mode and recognize that there is a need to

disclose to one another such confidential information, of each party to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure;

NOW THEREFORE, in consideration of the mutual promises contained herein, the adequacy and sufficiency of which consideration is hereby acknowledged and agreed, the parties hereby agree as follows:

This Agreement shall apply to all confidential and proprietary information disclosed by one party to the other party, including information included in the caption 'Definitions' of this Agreement and other information which the disclosing party identifies in writing or otherwise as confidential after disclosure to the receiving party ("Confidential Information"). Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, electronically or through visual observation or by any other means to one party (the receiving party) by the other party (the disclosing party).

1. DEFINITIONS (a) CONFIDENTIAL INFORMATION means all the information of the Disclosing Party which is disclosed to the Receiving party pursuant to the business arrangement whether oral or written or through visual observation or in electronic mode and shall include but is not limited to trade secrets, knowhow, inventions, techniques, processes, plans, algorithms, software programs, source code, semiconductor designs, schematic designs, business methods, customer lists, contacts, financial information, sales and marketing plans techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, the contents of any and all agreements, subscription lists, customer lists, photo files, advertising materials, contract quotations, charity contracts, documents, passwords, codes, computer programs, tapes, books, records, files and tax returns, data, statistics, facts, figures, numbers, records, professionals employed, correspondence carried out with and received from professionals such as Advocates, Solicitors, Barristers, Attorneys, Chartered Accountants, Company Secretaries, Doctors, Auditors, Surveyors, Loss Assessors, Investigators, Forensic experts, Scientists, Opinions, Reports, all matters coming within the purview of Privileged Communications as contemplated under Indian Evidence Act, 1872, legal notices sent and received, Claim files, Insurance policies, their rates, advantages, terms, conditions, exclusions, charges, correspondence from and with clients/ customers or their representatives, Proposal Forms, Claim-forms, Complaints, Suits, testimonies, matters related to any enquiry, claim-notes, defences taken before a Court of Law, Judicial Forum, Quasi-

judicial bodies, or any Authority, Commission, pricing, service proposals, methods of operations, procedures, products and/ or services and business information of the Disclosing Party. The above definition of Confidential Information applies to both parties equally; however, in addition, without limitation no information that is exempted from disclosure under section 8 or any other provision of Right to Information Act, 2005 shall at any time be disclosed by the Receiving Party to any third party.

(b) MATERIALS means including without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to the Receiving Party by the Disclosing Party and any tangible embodiments of the Disclosing Party's Confidential Information created by the Receiving Party.

2. COVENANT NOT TO DISCLOSE The Receiving Party will use the Disclosing Party's Confidential Information solely to fulfil its obligations as part of and in furtherance of the actual or potential business relationship with the Disclosing Party. The Receiving Party shall not use the Confidential Information in any way that is directly or indirectly detrimental to the Disclosing Party or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. The Receiving Party shall not disclose any Confidential Information to any person except to its employees, authorized agents, consultants and contractors on a need to know basis, who have prior to the disclosure of or access to any such Confidential Information agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement.

In this regard, the agreement entered into between the Receiving Party and any such person/s shall be forwarded to the Disclosing Party promptly thereafter. Prior to disclosing any Confidential Information to such person/s, the Receiving Party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. The Receiving party shall use at least the same degree of care in safeguarding the Confidential Information as it uses or would use in safeguarding its own Confidential Information, and shall take all steps necessary to protect the Confidential Information from any unauthorized or inadvertent use. In no event shall the Receiving Party take all reasonable measures that are lesser than the measures it uses for its own information of similar type. The Receiving Party and its Representatives will immediately notify the Disclosing Party of any use or disclosure of the Confidential Information that is not authorized by this Agreement. In particular, the Receiving Party will immediately give notice in writing to the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and

agrees to assist the Disclosing Party in remedying such unauthorized use or disclosure of the Confidential Information.

The Receiving Party and its Representatives shall not disclose to any person including, without limitation any corporation, sovereign, partnership, company, Association of Persons, entity or individual (i) the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the parties, (ii) that it has requested or received Confidential Information, or (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

This confidentiality obligation shall not apply only to the extent that the Receiving Party can demonstrate that:

(a) the Confidential Information of the Disclosing Party is, or properly became, at the time of disclosure, part of the public domain, by publication or otherwise, except by breach of the provisions of this Agreement; or

(b) was rightfully acquired by the Receiving Party or its Representatives prior to disclosure by the Disclosing Party;

(c) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information; or

(d) the Confidential Information of the Disclosing Party is required to be disclosed by a Government agency, is the subject of a subpoena or other legal or demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt written notice of such demand for disclosure and the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order prior to such disclosure.

(e) is disclosed with the prior consent of or was duly authorized in writing by the disclosing party.

3. RETURN OF THE MATERIALS Upon the disclosing party's request, the receiving party shall either return to the disclosing party all Information or shall certify to the disclosing party that all media containing Information have been destroyed. Provided, however, that an archival copy of the Information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the Information.

4. OWNERSHIP OF CONFIDENTIAL INFORMATION The Disclosing Party shall be deemed the owner of all Confidential Information disclosed by it or its agents to the Receiving Party hereunder, including without limitation all patents, copyright, trademark, service mark, trade

secret and other proprietary rights and interests therein, and Receiving Party acknowledges and agrees that nothing contained in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise in or to any Confidential Information. Confidential Information is provided “as is” with all faults.

By disclosing Information or executing this Agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right.

In no event shall the Disclosing Party be liable for the accuracy or completeness of the Confidential Information. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION. Execution of this Agreement and the disclosure of Information pursuant to this Agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.

5. REMEDIES FOR BREACH OF CONFIDENTIALITY (a) The Receiving Party agrees and acknowledges that Confidential Information is owned solely by the disclosing party (or its licensors) and that any unauthorized disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in an irreparable harm and significant injury and damage to the Disclosing Party which may be difficult to ascertain and not be adequately compensable in terms of monetary damages. The Disclosing Party shall in addition to all other remedies available to it at law or in equity, be entitled to obtain timely preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Disclosing Party against, or on account of, any breach by the Receiving Party of the provisions contained herein, and the Receiving Party agrees to reimburse the reasonable legal fees and other costs incurred by Disclosing Party in enforcing the provisions of this Agreement apart from paying damages with interest at the market rate prevalent on the date of breach to the Disclosing Party.

(b) The Receiving Party agrees and acknowledges that any disclosure, misappropriation, conversion or dishonest use of the said Confidential Information shall, in addition to the remedies mentioned above, make the Receiving Party criminally liable for Breach of Trust under section 405 of the Indian Penal Code.

6. **TERM** This Agreement shall be effective on the first date written above and shall continue in full force and effect at all times thereafter. This Agreement shall however apply to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to, as well as after the effective date hereof. The Receiving Party acknowledges and agrees that the termination of any agreement and relationship with the Disclosing Party shall not in any way affect the obligations of the Receiving Party in not disclosing of Confidential Information of the Disclosing Party set forth herein. The obligation of non-disclosure of Confidential Information shall bind both parties, and also their successors, nominees and assignees, perpetually.

7. **GOVERNING LAW & JURISDICTION** This Agreement shall be governed by and construed with solely in accordance with the laws of India in every particular, including formation and interpretation without regard to its conflicts of law provisions. Any proceedings arising out of or in connection with this Agreement shall be brought only before the Courts of competent jurisdiction in Hyderabad.

8. **ENTIRE AGREEMENT** This Agreement sets forth the entire agreement and understanding between the parties as to the subject-matter of this Agreement and supersedes all prior or simultaneous representations, discussions, and negotiations whether oral or written or electronic. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

9. **WAIVER** No term or provision hereof will be considered waived by either party and no breach excused by the Disclosing Party, unless such waiver or consent is in writing signed by or on behalf of duly Constituted Attorney of the Disclosing Party. No consent or waiver whether express or implied of a breach by the Disclosing Party will constitute consent to the waiver of or excuse of any other or different or subsequent breach by the Receiving Party.

10. **SEVERABILITY** If any provision of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic or legal effect as the original provision and the remainder of this Agreement will remain in full force.

11. **NOTICES** Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, or (b) sent by confirmed telecopy, or (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, or (e) by electronic mail, to the party to be notified, at the address set forth below or at such other place of which the other party has been notified in accordance with the provisions of this clause. Such notice will be treated as

having been received upon actual receipt or five days after posting. Provided always that notices to the IRDAI shall be served on the Information Technology Department of the Company's Head Office at Hyderabad may be by RPAD & email.

IN WITNESS WHEREOF THE PARTIES HERE TO have set and subscribed their respective hands and seals the day and year herein above mentioned.

**(a) for & on behalf of Insurance Regulatory and
Development Authority (IRDAI)**

CHIEF GENERAL MANAGER

In the presence

of: Witnesses -1:

Witnesses -2:

(a) for & on behalf of (Bidder NAME)

CHIEF EXECUTIVE OFFICER

In the presence

of: Witnesses - 1:

Witnesses -2: