

Insurance Regulatory and Development Authority of India

3rd Floor, Parisrama Bhavan, Basheer Bagh,

Hyderabad-500 004

Invites

REQUEST FOR PROPOSAL

FOR

IRDAI GRIEVANCE CALL CENTRE (IGCC) SERVICES

RFP ref: IRDAI/IT/16-17/IGCC dated: 26/11/2016

INDEX:

A. Introduction:	4
B. Project Vision:	4
C. IGCC Specification:	4
Existing Calling Service Infrastructure provided by the Vendor:	4
D. Scope of the Work (SOW):	5
E. Eligibility Criteria:	5
F. Instructions for the bidders:	6
Schedule of the Tender	6
1. Cost of Bidding	6
2. Bidding Document	6
3. Amendment of bidding documents	6
4. Period of Validity.....	7
5. Bid Currency.....	7
6. Submission of Bids	7
7. Bid Earnest money/Earnest Money Deposit (EMD).....	7
8. Integrity Pact.....	7
9. Deadline for Submission of Bids	7
10. Late Bids	7
11. Modifications and Withdrawal	7
G. Bid Opening and Evaluation	8
1. Clarifications	8
2. Preliminary Examination	8
3. Calling IRDAI.....	8
4. Pre bid queries:	9
5. Pre-Bid Conference	10
H. Terms and Conditions	10
1. Validity of Rates	10
2. Acceptance of Order	10
3. Taxes	10
4. Payment	10
5. Exclusivity Clause	10
6. Security Clause.....	10
7. Performance Bank Guarantee (PBG)	10
8. Non Disclosure Agreement (NDA)	10
9. Extension of time	11

10.	Coordination	11
11.	Amendments.....	11
12.	Liquidated damages for delay in completion.....	11
13.	Liability of Bidder	11
14.	Risk and cost	12
15.	Signing of Contract.....	12
16.	Tenure of the Contract.....	12
17.	Methodology for accessing the data on real time basis.....	12
18.	Confidentiality.....	13
19.	Deployment of Staff at the Call Center	13
20.	Quality of Manpower (Indicative).....	13
21.	Uptime	13
22.	Penalty	13
23.	Dispute Resolution	13
24.	Arbitration.....	14
25.	Use of Contract Document and Information	14
26.	Assignment.....	14
27.	Performance Review	14
28.	Termination.....	14
29.	Force majeure	15
I.	Service Level Agreement (SLA):	15
J.	Charges for non availability of services:	17
	Detailed Scope of Work:	24

A. Introduction:

Insurance Regulatory and Development Authority of India has established Consumer Affairs Department to oversee compliance of Insurers 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 Integrated Grievance Call Centre (IGCC) to facilitate communication between the Insured Public, Insurers and IRDAI to improve the working of the grievance redressal mechanism.

B. Project Vision:

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.

C. 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 Vendor:

- Call Centre Hardware (Servers, Agent Desk, Head Set, etc.), Software (IVR, ACD, CRM and Reports)
- 2 PRI Lines
- Toll Free Numbers—**18004254732, 155255**
- 18 Customer Service Advisors (CSA) , 3 Team Leader (TL) , Quality Control Manager
- Statistics of IGCC transactions for the last one year is available in **Annexure-4**.

D. Scope of the Work (SOW):

1. 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.
2. Providing Hardware, Software (CTI, IVRS, ACD, CRM, Report), Desktops, Seating for Advisors (CSA).
3. Customising IVR Service as per the requirement of IRDAI process and service.
4. Three Process supporting: Calling Process, Email Process and Letter Process
5. Call Centre Working 12Hours x6 Days (8 am to 8 pm)
6. Migration of Pending Data (Call, Email, Letters)
7. Refresher Training on IRDAI Guidelines (Time to Time, based on changes in Guidelines related to ConsumerAffairs)
8. Backup ofData (Call, Mail and scanned Letters) and submission to IRDAI. (TAPES/DVDs)

Note: Detailed Scope and process details are available in **Annexure-1**.

E. Eligibility Criteria:

This invitation forBids is open to all bidders (having presence in India), provided they fulfil the minimum qualification criteria as mentioned below:

- The Company bidding for this RFP shall be a company registered under the Companies Act 1956 & shall have a valid Other Service Provider (O S P) license from Department of Telecommunications for call centre operations in India.
- The Company shall have experience of satisfactory operations of Call Centre(s) in India for last three consecutive years, with minimum of 150 operational seats (CSA)at a single location. The bidder needs to submit satisfactory performance certificate from at least threeof their clients.
- The Company shall have call centre located at Hyderabad/Secunderabad.
- The Company should have profit before tax for last Financial year, i.e. 2015-16
- The Company should have at least 500 employees in India for call centre operations.
- The Company should have a minimum turnover of INR One Crore per annum for the past 3 financial year from call centre operations. (Balance sheet/Audit Reports)
- The Company should be successfully providing Call centre services in Indian regional languages besides Hindi and English.
- The Company should have valid registration for Service Tax & EPF.
- The bidder should have current experience of handling at least one Insurer/Bank for more than one year and the bidder should not have been blacklisted/ debarred by Central / State Governments or PSUs.The bidder should not be in the currency of any such punitive measures on the date of opening of tender.
- The company should have DR and Business Continuity Plan in place.
- Consortium way of bidding and subcontracting will not be entertained.
- The company should have ISO 27001 Certification.

Note: Please attachself-attested documentary proofs in support of above eligibility criteria.

F. Instructions for the bidders:

Schedule of the Tender

Sr. No	Activity	Date
1	Issue of Tender Notification	Saturday, 26/11/2016
2	Last Date for submission of queries through mail	Monday, 05/12/2016
3	Pre-Bid Meeting	Thursday, 08/12/2016 (11.00 am)
4	Response for the Pre-Bid Queries	Thursday, 15/12/2016
5	Last Date for Submission of Final Bid/Tender	Monday, 19/12/2016 (3.00 pm)
6	Tender Opening (Technical)	Monday, 19/12/2016 (4.00 pm)
7	Commercial Tender Opening	Will be informed later.
8	Address for Bid submission	Mr. A.R. Nithyanantham , Chief General Manager (IT), Insurance Regulatory and Development Authority of India, 3rd floor, Parishram Bhavanam, Basheer Bagh, Hyderabad – 500 004 Mail: nithya@irda.gov.in/it@irda.gov.in
9	Email id for submission of Pre bid	it@irda.gov.in

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

1. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid to IRDAI. IRDAI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2. Bidding Document

The Bidder is expected to examine and understand all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

3. Amendment of bidding documents

At any time prior to the deadline for submission of bids, IRDAI may, for any reason, modify the Bidding documents by amendments at its sole discretion. Amendment in the bidding documents would be put up on the IRDAI website for download. The prospective bidders, who have downloaded the bidding documents from the website of IRDAI are required to provide their FAX/ e-mail details to IRDAI at the address provided, so that amendment in the bidding documents, if any, may be communicated by fax/ email to all such prospective Bidders. All such amendment(s)/ corrigendum(s)/ clarification(s) will be part of this RFP document and will be binding on the prospective bidder. In order to provide, prospective

Bidders reasonable time to take the amendment into account in preparing their bid, IRDAI may, at its discretion, extend the dead line for submission of bids, in such cases.

4. Period of Validity

Bid submitted will be valid for a period of six months from the date of bid submission. A bid with shorter validity period shall be rejected by IRDAI, as non-compliant.

5. Bid Currency

The Bidder shall quote the prices in Indian Rupee only. In case, there is mismatch in the amounts mentioned in words and numbers, the amount quoted in words shall prevail.

6. Submission of Bids

The bidders shall duly seal each envelope with Seal. The bid should be addressed to IRDAI at the given address and reach on or before the date and time mentioned under **clause F.1**. IRDAI will not be responsible for any postal delay.

7. Bid Earnest money/Earnest Money Deposit (EMD)

Bidders have to submit the Bid Earnest Money/EMD of **Rs.10,00,000/- (Rs. Ten Lakh Only)** in the form of Demand Draft favouring IRDAI payable at Hyderabad. In the absence of Earnest Money, bid will be rejected. EMD of unsuccessful bidder will be refunded within 60 days from the date of opening of commercial bid. EMD of the successful bidder will be refunded within one month after successful completion of Contract and submission of required Performance Bank Guarantee (PBG), upon request. IRDAI will not pay any interest on the EMD amount.

8. 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 **Annexure-3**.

Bids received without Integrity Pact will be summarily rejected.

9. Deadline for Submission of Bids

Bid must be received by IRDAI at the address specified in Bid Document not later than the specified date and time as specified in Bid Document. In the event of the specified date for submission of bids being declared a holiday for IRDAI, the bids will be received up to appointed time on next working day. IRDAI may, at its discretion, extend this deadline for submission of bids by amending the bid, in which case all rights and obligations of IRDAI and bidders previously subjected to the deadline will thereafter be subject to the deadline as extended.

10. Late Bids

Any bid received by IRDAI after the deadline for submission of bid will be summarily rejected and/or returned unopened to the Bidder, if bidder desired so, against receipt.

11. Modifications and Withdrawal

Bids once submitted shall be treated, as final and no further correspondence shall be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid after the deadline for submission of bids. In case of successful bidder, he shall not be allowed to withdraw/ back out from the bid commitments. The bid earnest money in such an eventuality shall be forfeited and all

interests/claims of such bidder shall be deemed as foreclosed. In case the L1 bidder backs out of its quote, the EMD of such bidder will be forfeited and the bidder may be blacklisted.

G. Bid Opening and Evaluation

IRDAI shall open the bids, in the presence of Bidders' representative who chooses to attend, at the time and date mentioned in Bid document at the address mentioned in Column **F.1**. The bidders' representatives who are present shall sign register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for IRDAI, the bids shall be opened at the appointed time and place on next working day.

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.

1. Clarifications

To assist in the examination, evaluation and comparison of bids IRDAI may, at its discretion, ask the bidder for clarification, presentation, and response in writing. No change in the price or substance of the bid shall be sought, offered or permitted.

2. Preliminary Examination

IRDAI shall examine the Technical bids to determine whether they are complete and to ascertain, whether required information has been provided as underlined in the bid document. The Authority also mandates the documents to be properly signed and to be in order.

3. Calling IRDAI

Any effort by bidder to influence IRDAI in the bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid and forfeiture of the EMD. IRDAI's decision shall be final and without prejudice and will be binding on all parties.

The technical evaluation would be carried out based on the following parameters and associated weightages thereof are as given below

Sr.No.	Evaluation Criteria	Weightage
1	Bidder's responsiveness and understanding of requirements	10
2	Bidder/ firm's background & Financials	15
3	Previous Experience of similar nature and record of accomplishment based on competency & expertise requirements specified in this RFP	8
4	Proposed approach and methodology and Migration of existing Call Data	8

5	Solution proposed	8
6	Team Structure	5
7	Level of compliance with contractual terms	9
8	Proposed Infrastructure Arrangement	10
9	Quality assurance Mechanism	7
10	Technical presentation	20

Failure to demonstrate to the satisfaction of IRDAI on the working of the solution in Banking Financial Services and Insurance (BFSI) sector will be treated as non fulfilment of the terms and conditions of RFP and shall make the bid liable to be rejected. The decision of IRDAI shall be final and no correspondence will be entertained in this regard. IRDAI reserves the right to reject any/ and all proposals without assigning any reason. IRDAI may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This waiver shall be binding on all the vendors and IRDAI reserves the right for such waivers.

IRDAI may choose to invite the bidders to discuss and clarify their technical proposal. Any change in the proposal, however, shall not be permissible after the bid submission. IRDAI reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidders; without giving any reasons what so ever. All the Firms who submitted the Technical Bids shall be required to make presentation to the Technical Committee.

Based on the above evaluation, the bidders whose bids are considered as responsive, as per the technical and other qualification criteria will be shortlisted. The commercial bids of only such bidders shall be opened in the presence of Bidders' representative. The intimation of time and place of Commercial Bid opening will be informed separately to successful bidder(s) only. Specific details of price bid evaluation shall be provided along with the price bid format to the bidders shortlisted after the technical presentations. Subsequent to the price bid evaluation, the successful Bidder shall be issued a letter of intent within the specified timelines. The Selected Bidder shall furnish the performance guarantee within 21 days from the receipt of the letter of intent (LOI).

4. Pre bid queries:

Bidders requiring any clarification of the bidding documents may notify IRDAI. IRDAI will respond in writing to any request for clarifications which it receives not later than given date. Any queries concerning this RFP must be submitted in writing on or before the last date for clarifications to: it@irda.gov.in/a.jawdekar@irda.gov.in

Similarly, the vendor should nominate a person as a single point of contact from within its organisation. The name, postal address, e-mail address and contact phone number of such person should be mentioned in the proposal. No requests for clarification will be entertained by telephone or in person. If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, the Bidder should immediately notify to the above official of such error and request modification or clarification of the RFP document, such modification/clarification may be provided at the sole discretion of IRDAI.

5. Pre-Bid Conference

IRDAI will organise a conference as indicated above, to communicate the background and scope to the Bidders and also to resolve any queries, which the Bidders may have. Any further information will be provided to all Bidders in writing (or by e-mails).

H. Terms and Conditions

1. Validity of Rates

The rates will be valid for a period for which quotes are offered.

2. Acceptance of Order

The bidder shall give acceptance within ten working days from the date of award of work. IRDAI has a right to cancel the order, if the same is not accepted within a period of ten working days from the date of the award of work.

3. Taxes

The prices are exclusive of all taxes, statutory levies etc. No other charges shall be payable by the IRDAI.

4. Payment

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

5. 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.

6. 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.

7. Performance Bank Guarantee (PBG)

Within 21 working days of the receipt of notification of award from IRDAI, the successful bidder shall submit the PBG to the tune of **10 % 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.

8. Non Disclosure Agreement (NDA)

The selected Bidder shall have to submit stamped Non Disclosure Agreement for confidentiality and secrecy of data and processes (on a stamp paper of Rs. 200/-) as per the **Annexure-2**, along with the PBG.

9. Extension of time

Delivery of the services shall be made by the selected Bidder in accordance with the work 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.

10. Coordination

The Bidder shall at all times co-operate with IRDAI with respect to Technical Assistance and IRDAI shall provide counterpart to co-operate with and assist the personnel in carrying out the services.

11. Amendments

No amendment or other variation of the contract shall be effective unless it is in writing, is dated, expressly refer to the contract, and is signed by a duly authorized representative of each party hereto.

12. Liquidated damages for delay in completion

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.

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.

13. Liability of Bidder

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.

The Bidder agree to keep and hold one another indemnified against any losses incurred on legal proceedings (including legal fees), damages, charges, expenses, clauses, liabilities,

penalty or fine, which may be caused to or suffered by or made or taken against the other party arising out of:

- a. Non Compliance with any statutory or legal requirement by the bidder and for its personnel,
- b. Any improper or gross negligent performance, act of commission or omission by the bidder and / or any of its' personnel or due to any accident leading to a third party liability,
- c. Infringement of intellectual property rights of a third party for use or operation of any licences and products, including but not limited to software licences provided by the bidder for provision of services.

14. Risk and cost

Without prejudice to any of its legal rights, IRDAI shall have the power to recover the amount due to damage, 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 it's 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.

15. Signing of Contract

The successful bidder shall be required to enter into a Service Level Agreement as provided by IRDAI within Seven days of the award of the work or within such extended period as may be specified by IRDAI. The agreement shall include system and procedure to be adopted by the Bidder as desired by IRDAI.

16. Tenure of the Contract

The initial contract shall be for a period of three years, extendable further up to two yearson year on year basis(unless terminated by IRDAI prior tothat 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 Bidder. During shifting of the services to new agency, the Bidder shall provide necessary help for smooth switch overand necessary training to the staff for running the IGCC without any additional cost.

17. Methodology for accessing the data on real time basis

- No database will be kept at the Bidder's end.
- Bidder will have to take Backup of database on a readable media and provide to IRDAI in readable condition on monthly basis.
- IGCC will remain connected with IGMS/existing module database through leased line/or any other feasible mode.
- Read only access of Database will be given for identified fields which are necessary for giving information
- For updating the TPIN generated at Call centre, complete security shall be ensured. - TPIN data will be stored in encrypted format.

18. Confidentiality

All information which is marked as "confidential" or if disclosed orally will be treated as "confidential". Both the parties, i.e. the bidder and IRDAI shall keep the information confidential and shall not, without the written consent of the either party hereto, divulge to any third party. The Bidder 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. The Bidder shall take all necessary steps to ensure confidential handling of all information developed or acquired by the Bidder from IRDAI.

19. Deployment of Staff at the Call Center

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.

20. Quality of Manpower (Indicative)

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

Minimum Qualification: B.Com/ BBA/etc. with Good proficiency in English and as explained elsewhere in the document.

Training: Soft Skills training of minimum of 4 days and job training of minimum 6 days.

(Soft skill training will be arranged by the bidder whereas job training will be provided with the support of officials working at the IGCC)

The bidder needs to do all the necessary verification of the staff recruited for the process.

21. 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.

22. Penalty

For smooth functioning of the project, SLAs are defined and mentioned under clause (I) 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.

23. 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 under the contract arbitration agreement 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 arbitrator or the umpire, 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.

24. Arbitration

Any dispute or difference whatsoever arising between the parties out of or in course of or relating to, the construction, meaning and operation or effect of the contract or the breach

thereof shall be raised within two 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 Arbitration and Conciliation Act 1996 and all statutory modification thereof shall be governed by 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.

25. 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.

26. Assignment

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

27. Performance Review

IRDAI reserves the right to conduct end-to-end audit of IGCC activities once in a year through internal/external Auditor. IRDAI may constitute a team from IRDAI including IT Consultant or can engage a third party for the same. 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.

28. Termination

In case the successful bidder fails to fulfil the contractual obligation within stipulated time frame without any valid reason, IRDAI reserves the right to terminate the contract and invoke Bank Guarantee, by giving 30 days notice provided the failure is not rectified 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 of termination, IRDAI agrees to pay the Bidder for services and deliverable items provided, furnished, developed or otherwise prepared through the termination of all tasks. Such deliverable items will be delivered to IRDAI, if such delivery is reasonably possible and they have not yet been delivered.

- i. In the event there is any material breach of any of the terms and conditions of this Agreement by any party to this Agreement the other Party may terminate this 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 upto the date of termination.

- ii. Either Party shall be entitled to terminate this Agreement forthwith in the event of the other Party:
 - a) 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 this Agreement.
 - b) by giving a 3 months notice in writing to the other upon situations arising due to non-compliance of the stipulations of this contract or for any other reason.
- iii. Any termination of this Agreement howsoever caused, shall not effect 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 all the necessary documents and other materials obtained by Bidder in relation to the managed services during the term of this Agreement.
 - b) Bidder shall ensure that the hosting arrangements, if any are transferred (with no cost to IRDAI) smoothly to the service provider identified by IRDAI.
- iv. 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.

29. Force majeure

Neither IRDAI nor the bidder 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.

I. Service Level Agreement (SLA):

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 Vendor 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 (J)	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 logins + 2 % of billing amount of short login	3 %	Medium	CRM 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 center.	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 Vendor.						

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.

J. Charges for non availability of services:

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

Sr.No.	Availability of the Call Center 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 IRADI shall be final in this regard.

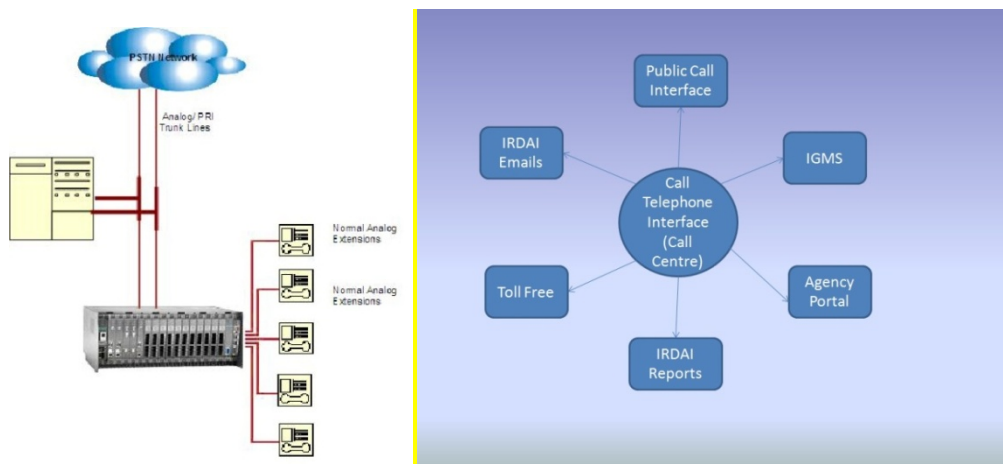
Chief General Manager (IT)

Annexures

Annexure-1

(Detailed Scope of the Work)

1. Successfully takeover existing data, its migration and run IGCC with inbound, outbound and back office capabilities to help attain the objectives and meet the long term IRDAI vision stated in RFP.
2. Set up Nationwide Consumer service help line supported with Back office activity from the existing Call Center.
3. Integration with Integrated Grievance Management System (namely IGMS) and also other relevant IRDAI Internal applications to enable online monitoring, management of consumer history to deal with consumer queries, complaints and reports. The specifications of requirement/features/functionalities would be provided by IRDAI and the bidder has to comply with the requirement of IRDAI.
4. Provide extensive online MIS reports to IRDAI.
5. Consumer Service Help line and Inbound Help line: Vendor to run the help line for the callers with an objective to inform them about the Grievance redressal options available to them.
6. As and when a new complaint is received, it would be sent along with the complete Complaint registration form to the concerned Insurer.
7. Adherence to the various labour and statutory regulations in respect of the Customer Service Advisors(CSAs) and other employees/ personnel hired by the Bidder for providing services to IRDAI will be the responsibility of the Bidder.
8. The timings of various shifts of CSAs/other personnel will be implemented with the approval of IRDAI
9. The bidder shall run the IGCC for the period of upto 3 years (extendable up to 2 more years on 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.
10. IRDAI may form a team comprising of its own staff for monitoring the working of IGCC operations and would analyse the advice given by the successful bidder for executing various decisions in the implementation of IGCC. The decision of IRDAI would be final.
11. The bidder would also design and maintain the complaints with required interface with the complaint management system of IRDAI (IGMS). If necessary modifications are required subsequently, the same would be undertaken by the bidder without any cost to IRDAI.
12. The bidder shall provide the complete infrastructure for running the IGCC including network, manpower, PCs, Network devices, Telephone equipments, cabling etc, maintenance of equipments, subscriptions to software licenses, Anti-virus, ATS etc.
13. Space and Toll Free numbers from main telecom operators providing the said service in India shall be the responsibility of IRDAI.
14. Email management: Bidder should offer email management services as described earlier.



IGCC will be required to possess the following characteristics:

- a. 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 insurance related problems, as decided.
- b. Customer Service Associate (CSA) shall register the complaint and provide a token number to the complainant for tracking
- c. Call Center will provide the approximate resolution time to the complainant.
- d. CSA will inform the resolution status
- e. In case the complainant is not satisfied with the response of the Insurer or if the complainant has not received any response from the Insurer within the prescribed Turn Around Time (TAT), the CSA will facilitate for escalation
- f. It encompasses three channels: Voice, email, letters
- g. 12 hours by 6 days operation (**excluding National Holidays**)
- h. Support in English, Hindi, Marathi, Gujrati, Tamil, Telugu, Kannada and Bengali
- i. The Vendor needs to disclose the disaster recovery strategy and Business continuity plan so that the Call Centre operates out of at least one location in the steady state for disaster recovery purposes from the beginning.

1. Inbound calls/emails:

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

- a) Informing consumers about various options available under Consumer Grievances redressal mechanisms.
- 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.
- c) General enquiries and help-line on services of various Insurers.
- d) Facilitating Consumers with all the steps involved in filing complaints against an Insurer/ Intermediary.
- e) Filling up the Complaint Registration Form on the basis of call and their grievances.
- f) 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 the Complainant,
 - Escalating the Complaints received through reminder emails to the Grievance Redressal Officer of the Insurer concerned.
- g) Forwarding the Complaints received by email concerning Intermediaries/ Surveyors/ other regulated entities not covered by Consumer Affairs Department to the other respective IRDAI departments under copy to the Applicant

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.

2. Outbound calling

No outbound calls.

3. Specification of required service levels

Key performance indicators (KPIs) will need to be tracked for the IGCC, and the service levels will be determined based on the requirement. Please explain your capabilities and experience in terms of response time for answering calls, calls abandonment rate, first-time resolution rates etc.

4. Infrastructure required Specifications

- PRI Line (Voice)
- 1800 toll free-number and 155255
- IVR enabled software,
- Call logging / Recording software
- Hardware (servers + agent desk)
- Head sets (phone instruments / hands-free)
- IP enabled LAN network.

5. Human Resource Specifications

- Based on the number of calls and mails received during the previous quarter, the Vendor will have to deploy CSAs. Presently, there are 10 CSAs for calls and 6 CSAs for emails and 2 for letters. The Vendor will have to deploy CSAs, preferably Graduates with good Proficiency in English and two years plus experience necessary, proficiency in atleast one of the language (s) i.e. Hindi, Marathi, Gujarati, Tamil, Telugu, Kannada and Bengali
- **Quality Check Executive (1)**, with good Proficiency in English and preferably BPO Experience and able to understand process, quality and management
- **Team Leader (1)**, preferably Graduate with good Proficiency in English and minimum five years experience
- **Manager (1)**, preferably Post Graduate with good Proficiency in English and minimum seven years experience; necessary proficiency in atleast one of the other language (s) i.e. Hindi, Marathi, Gujarati, Tamil, Telugu, Kannada and Bengali.
- The qualifications and experience levels will be mutually agreed between the Vendor and IRDAI and IRDAI retains right to relax the qualification/experience.

In addition, IRDAI may desire to have their designated Staff member/s or/ and external Consultant to assist the management of the Call Center. This arrangement will be mutually agreed between the Vendor and IRDAI.

6. Quality requirements

The IGCC processes will need to be Consumer Operations Performance Centre (COPC) certified. Alternatively, an equivalent certification as agreed upon mutually by IRDAI and the vendor may be used.

7. Computer Telephony Interface (CTI)

The vendor 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 dialing
- Onscreen phone control - Answer, hang-up, hold, conference, etc.

8. Technology requirements

The call centre technology will be required to support the proposed Integrated Grievance Management System 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 vendor would like to propose alternatives to any of these specifications at a later stage, IRDAI would be open to discussing them.

9. Unified Messaging:

The system should have the following features:

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

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

- Email, voice mail together in same inbox
- Caller / sender identified via caller ID or ANI
- View email on-screen (feature of email server)
- Listen to voice mail.

10. System components:

- The capacity of the system will need to be mutually agreed upon, by IRDAI and the vendor.
- The system is required to be compliant of T-Pin supported operations.
- 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.
- The system should provide for an application that can be invoked by either agents and above, which will allow for search and retrieval of recordings by using any of the parameters like: name of the consumer, docket number, telephone number of the consumer, account number of the consumer etc.
- 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.

11. Call routing capabilities required:

- 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.
- Callers will need to be notified of potential wait times.
- System should be able to re-route calls after checking the status of other queues.

12. Email support required:

- Email ACD routing with content analysis and automated and semi-automated responses.
- Intelligently and automatically respond to email inquiries or routes inquiries with skills-based routing discipline to CSAs along with suggested responses.
- Intelligent distribution of email to CSAs.
- Support for standard email clients.
- Delivery of email to CSA's POP server account.
- Auto-acknowledgement.
- Automated intelligent response based on confidence threshold level.
- Automatic re-queuing of unanswered emails.
- Archival of consumer email and agent response in consumer contact history.

13. Email Queuing:

- Designated mailboxes to be assigned to workgroups and queue emails to CSAs using ACD processing.
- Skills to be applied to emails in the same manner as skills are applied to phone calls.
- Using the same interface, CSAs should accept the emails sent to a workgroup.
- Once an CSA accepts an email, they should be able to :
 - a) View, run, and save attachments sent with the original email. For historical purposes, original attachments should not be deleted or removed.
 - b) Add attachments, predefined messages, URLs, and files to the email response.

- c) Add notes or comments about the email that internal Interaction Manager users can view
- d) Transfer the email to another user or workgroup
- e) Spell check to verify the spelling of the response text
- f) Print an email
- g) Send an email response.

14. Email Auto-Response Capabilities:

- Should process email and provide an auto response.
- e-FAQ tools allow standard responses to be sent via email automatically.

15. Email Auto-Acknowledgement Capabilities:

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

16. Interactive Voice Response capabilities:

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 vendor and IRDAI.

Non-telephony events will need to be initiated based on IVR events (e.g., SMS a mobile number based on an IVR step, send an email when a complaint of a minimum priority requests help, log a request to call a consumer, send fax on demand, etc.). 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 vendor to IRDAI and implemented during the contract period without any further cost.

17. 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:

- Number of agents logged in
- Number of calls being currently handled
- Service levels for the day, week and month
- Longest call waiting
- Number of calls waiting
- 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 vendor.

18. Training infrastructure requirements

The IGCC application should include at least the following features that allow flexible training and coaching:

The Vendor should have 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.

19. Integrated Reporting:

- Real time historical ACD reports.
- Customisable reporting architecture to cover ACD and CRM.
- Graphical reporting capabilities.

- Capability to run reports on any network printer should exist.
- Conversion of reports into html format for accessibility through intranet should exist.

Detailed Scope of 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:** Vendor 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, 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 upto 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.
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, 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. Toll Free numbers from main telecom operators providing the said service in India will be a responsibility of IRDAI. IRDAI will have its own server and the required bandwidth will also be provided by IRDAI.
15. **Email management:** offer email management services as described earlier

Methodology for accessing the data on real time basis

- a) No database will be kept at the Bidder's end.

- 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

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.

Quality of Manpower (Indicative)

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

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

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.

Penalty

For smooth functioning of the project, SLAs are defined and mentioned under clause (I) 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.

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.

Non-Disclosure Agreement

(No deviations in wordings permitted)

(To be executed over Rs.200 Stamp/Franked paper & notarized)

RFP REF: _____ **Dated:** ___/___/_____.

This Non-Disclosure Agreement (“NDA”) is made and entered into this ___ day of _____ in the year _____.

BY AND BETWEEN

Insurance Regulatory and Development Authority of India with registered office at Parishram Bhavan, Basheer Bagh, Hyderabad, 500004, hereinafter referred to as “IRDAI”

AND

_____ <Company Name>, a company incorporated under the laws of Indian Companies Act, 1956 and having its principal place of business at

_____ < Company Name & Address>, shall be referred to herein as a “Bidder”.

IRDAI and the Bidder shall individually be referred to as “Party” and collectively referred to as “Parties”.

WHEREAS,

the Bidder is aware that while responding to IRDAI’s Request For Proposal **RFP REF:** _____ **Dated:** _____, the Bidder may be gathering information on IRDAI’s Business/ Operations, certain proprietary information such as technically and commercially detailed information regarding the respective products and service offerings, Organization, decision processes, technical infrastructure, working processes and delegation of responsibilities, project management and planning methods, reports, plans and status including but not limited to technical manuals, specifications, product features, customer list, specializations, documents, financial statements and business/development plans etc., (“Proprietary Information”) indicated as confidential by IRDAI and made available to the Bidder while responding to the RFP, is privileged and strictly confidential to and / or proprietary of IRDAI.

WHEREAS, Bidder agrees to receive the Proprietary Information or other information from IRDAI and treat all such information as confidential information and to safeguard IRDAI’s confidential information, property, information systems, network, databases and other data.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Bidder agrees that:

Bidder agrees to hold all confidential Information received from IRDAI in confidence. Bidder will use such Confidential Information only for the purpose of developing the response to the said RFP; restrict disclosure of such confidential Information to its employees and employees of its affiliated or partner companies with a need to know and inform such employees of the obligations assumed herein. Bidder will not disclose such confidential information to any third party without the prior written approval of IRDAI.

The confidential Information means information which may be in any form including but not limited to oral, written or printed information or information in electronic form, data, studies, consultants reports, trade secrets, proformas and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form. Wherever, information is given orally, within 48 hours, the receiving party should receive the information in writing along with the confidentiality statement from the other party.

Without the prior written consent of IRDAI or except as otherwise provided herein, the Bidder shall not:

- Distribute or disclose to any other person any of the Confidential Information;

- Permit any other person to have access to the Confidential Information;
- Use the confidential information for any purpose other than the permitted use; or disclose to any other person

That discussions, investigations or negotiations are taking place concerning a possible transaction between the Parties, or the terms, conditions, status or other facts regarding a possible transaction between the Parties, or that Bidder has received confidential information from IRDAI. Notwithstanding the above, Bidder may disclose the confidential information, and portions thereof to its Directors, Officers, employees and representatives of its advisors (collectively, "Representatives") who need to know such confidential information for the purpose of evaluating a possible transaction between the Parties. It is understood that the Bidder will inform their respective Representatives of the confidential nature of the confidential information and will require its Representatives to be bound by this Agreement and not to disclose the confidential information to any other person.

Without the written consent of IRDAI the Bidder or any of his consortium partners should not make public announcements/ comments on any website/or issues any media statements about the IRDAI, RFP or RFP process.

The Bidder agrees to be responsible for any breach of this Agreement by its Representatives and to protect the confidential information received from IRDAI with the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Bidder agrees to promptly inform IRDAI of any unauthorized disclosure of IRDAI's confidential information.

The Bidder shall ensure that in no case its employees or representative uses any USB or connectivity device in the hardware systems of IRDAI without prior written permission from IRDAI. The Bidder shall ensure that their employees will not disclose any information of IRDAI even after they cease to be the employees of the Bidder. The Bidder shall ensure this by its own internal agreements.

Confidential Information does not include information that Bidder can reasonably prove, falls within any of the following:

- Information that either is legally in either party's possession or publicly available to either party prior to the disclosure of such information hereunder;
- Information that, subsequent to its disclosure hereunder, becomes publicly available to either party without any violation of this Agreement by either party;
- Information that becomes legally available to either party on a non-confidential basis from any third party, the disclosure of which to either party does not, to either party's knowledge, violate any contractual or legal obligation such third party has to either party with respect to such information ;
- Information that is independently acquired or developed by either party which can be evidenced by written records; or information that is explicitly approved for release by written authorization of IRDAI.

In the event that Bidder is required by law in any judicial or governmental proceeding to disclose any confidential information, the Bidder shall give IRDAI prompt written notice of such request so that IRDAI may seek a protective order or appropriate remedy. If, in the absence of a protective order, Bidder determines, upon the advice of counsel, that it is required to disclose such confidential information, it may disclose such confidential information only to the extent compelled to do so; provided, however, that the Bidder gives IRDAI written notice of the portion of confidential information to be disclosed as far in advance of the disclosure as is practicable and uses its best efforts, at its own expense, to obtain assurances that confidential treatment will be accorded to such confidential information.

No license expressed or implied in the confidential information is granted to Bidder other than to use the information in the manner as is permitted in RFP or by IRDAI.

Bidder agrees that confidential information is and shall at all times remain the property of IRDAI. Bidder acknowledges that the confidential information is confidential and material to the interests, business and affairs of IRDAI and that the disclosure thereof (other than as permitted under this

Agreement) would be detrimental to the interests, business and affairs of IRDAI. No use of such confidential information is permitted except as otherwise provided herein and no grant under any of the party's intellectual property rights is hereby given or intended, including any license (implied or otherwise). All information shall remain the property of IRDAI and shall be returned upon written request or upon the Bidder's determination that it no longer has a need for such information. Use of such property or licenses without the permission of IRDAI is strictly prohibited and the Bidder will ensure that any of its employee or representative does not violate this condition and even in the case when they cease to have any relationship with Bidder.

No license to the Bidder, under any trade secret or any other intellectual property right, is either granted or implied by the disclosure of information to the Bidder. None of the information which may be disclosed or exchanged by IRDAI shall constitute any representation, warranty, assurance, guarantee, or inducement by Bidder to IRDAI of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask work rights, or any other intellectual property rights, or other rights of third persons or of IRDAI.

There are no warranties expressed or implied by this Agreement. Without limiting the foregoing, neither IRDAI makes any representations nor extend any warranties, express or implied, as to the adequacy or accuracy of confidential proprietary information or any other information or data related thereto, or with respect to the use thereof by Bidder.

Neither this NDA nor the disclosure or receipt of information from IRDAI to the Bidder, shall constitute or imply any promise or intention to pursue any business opportunity described in the confidential information or make any purchase of products or services by IRDAI or its affiliated companies or any commitment by IRDAI or its affiliated companies with respect to the present or future transaction between the parties.

Bidder shall not modify or erase the logos, trademarks etc., of IRDAI or any third party present on the confidential information. The Bidder shall not use or display the logos, trademarks etc., of IRDAI in any advertisement, press etc., without the prior written consent of IRDAI.

Upon the request of IRDAI, the Bidder, will within 7 days of receipt of such request, return or destroy all confidential information and any notes, correspondence, analyses, documents or other records containing confidential information, including all copies thereof, then in the possession of Bidder or its Representatives and shall certify the fact of having destroyed the confidential information in writing to IRDAI. Such return, however, does not abrogate the continuing obligations of Bidder under this Agreement.

Bidder agrees and acknowledges that monetary damages would not be a sufficient remedy for a breach of this Agreement and that IRDAI shall be entitled to specific performance or any other injunctive relief as a remedy in equity for any such breach of this Agreement. Any remedy shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to IRDAI in law or equity.

Confidential information provided to the Bidder does not and is not intended to represent an inducement by IRDAI or a commitment by IRDAI to enter into any business relationship with the Bidder or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.

The Bidder agrees that during the existence of the term of this NDA and for a period of one year thereafter, the Bidder shall not solicit directly or indirectly the employees of IRDAI.

Bidder agrees that all of its obligations undertaken herein as the Bidder shall survive and continue for the period of the existence of this NDA and a period of three years thereafter regardless of any prior termination of this NDA.

This NDA constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment or modification of this NDA shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized officers or representatives.

The Bidder understands and agrees that no failure or delay by IRDAI in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

The Bidder herein agrees and undertakes to indemnify and hold IRDAI harmless from any loss, damage, claims, liabilities, charges, costs, or expense (including reasonable attorneys' fees), that may arise or be caused or result from or be paid/incurred/suffered or caused to be paid/incurred/ suffered by reason of any breach, failure, delay, impropriety or irregularity on its part to honour, observe, adhere to, abide by or comply with any of the terms and conditions of this Agreement
This Agreement shall be governed and construed in accordance with the laws of India

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

Bidder agrees not to assign this Agreement or any interest herein without express prior written consent of IRDAI.

Nothing in this agreement and no action taken by the Bidder pursuant to this agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity or arrangement. This Agreement is entered into by the Parties on a Principal-to-Principal basis and no other meaning can be assigned in interpreting any of the terms contained herein.

Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator, and the Parties shall appoint such arbitrator with mutual consent. The place of arbitration shall be Hyderabad, India and the arbitration proceedings shall take place in the English language.

IN WITNESS WHEREOF, the Bidder has caused this Agreement to be executed as of the date set forth above.

**For and on behalf of <Bidder Company><Address of Bidder>
Authorized Signatory**

Name:

Designation:

Office Seal:

**Countersigned by the Designated Official
IRDAI**

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on..... day of the month of201 , 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 disfavor 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 of 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/recission 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 extant 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 upto 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
CEO

BIDDER
Designation

Name of the Officer:

Witness

1.....

2.....

1.....

2.....

Annexure-4

Statistics of IGCC transactions during last one year

Month	Offered Emails	Offered Letters	Calls Offered
Jul-15	13245	890	10790
Aug-15	12369	934	10135
Sep-15	13453	920	9783
Oct-15	13556	730	9846
Nov-15	12735	632	8304
Dec-15	12415	783	9588
Jan-16	12402	942	8625
Feb-16	12952	936	10447
Mar-16	12320	925	11127
Apr-16	13600	605	10818
May-16	13240	708	10214
Jun-16	13704	920	10752

Average Calls Offered	10035.8
Working Days	26.0
Associates Handling Calls	10.0
No of Calls per Associate	38.6
Average Email Offered	12999.0
Working Days	31.0
Associates Handling emails	6
No of Emails per Associate	69.9

Average Letter's Offered	827.0
Working Days	26.0
Associates Handling Letter's	2
No of Letters per Associate	15.9