



Government
eProcurement
System

eProcurement System Government of India

Tender Details

Date : 05-Jun-2024 01:55 PM

Print

Basic Details

Organisation Chain	National Health Authority		
Tender Reference Number	S-12017/81/2020/NHA		
Tender ID	2024_NHA_810101_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Item Rate
Tender Category	Services	No. of Covers	4
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Cover Details, No. Of Covers - 4

Cover No	Cover	Document Type	Description
1	Bid Security Declaration	.pdf	Bid Security Declaration
2	Pre-Qualification Bid	.pdf	Pre-Qualification Bid
3	Technical Bid	.pdf	Technical Bid
4	Commercial Bid	.xls	Commercial Bid

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	0.00	EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

[Click to view modification history](#)

Work /Item(s)

Title	Request for Proposal for NHA Call Center				
Work Description	Request for Proposal for NHA Call Center				
Pre Qualification Details	As per tender document				
Independent External Monitor/Remarks	N/A				
Show Tender Value in Public Domain	Yes				
Tender Value in ₹	0.00	Product Category	Miscellaneous Services	Sub category	NHA Call center Services
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	1095
Location	New Delhi	Pincode	110001	Pre Bid Meeting Place	NHA New Delhi

Pre Bid Meeting Address	National Health Authority Office Conference Room 3rd Floor, Tower-1 Jeevan Bharati Building, Connaught Place New Delhi	Pre Bid Meeting Date	10-Jun-2024 11:00 AM	Bid Opening Place	New Delhi
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	05-Jun-2024 02:00 PM	Bid Opening Date	27-Jun-2024 05:00 PM
Document Download / Sale Start Date	05-Jun-2024 02:00 PM	Document Download / Sale End Date	26-Jun-2024 05:00 PM
Clarification Start Date	05-Jun-2024 02:00 PM	Clarification End Date	11-Jun-2024 05:00 PM
Bid Submission Start Date	05-Jun-2024 01:55 PM	Bid Submission End Date	26-Jun-2024 05:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	820.21	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	RFPCALLCENTREVOL-I.pdf	RFPCALLCENTREVOL-I	1361.32
	2	Tender Documents	RFPCALLCENTREVOL-II.pdf	RFPCALLCENTREVOL-II	731.55
	3	Additional Documents	BOQ.xls	BOQ	29.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	jd.coord@nha.gov.in	Vikram Pagaria	VIKRAM PAGARIA
2.	executivedirector.it@nha.gov.in	Kiran Gopal Vaska	KIRAN GOPAL VASKA
3.	jd.coord1@nha.gov.in	Akshay Jain	AKSHAY JAIN
4.	procurement.division@nha.gov.in	Praveen Sharma	PRAVEEN SHARMA

GeMARPTS Details

Reason for non availability of GeMARPTS ID	Urgent nature of Procurement
Remarks	Urgent nature of Procurement
Document Name	GARPTS.pdf
Document Size (in KB)	40.02

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	NIL	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	NIL	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Not Applicable	NA
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	CEO NHA
Address	National Health Authority 3rd Floor, Tower-1 Jeevan Bharati Building, Connaught Place New Delhi

Tender Creator Details

Created By	Vikram Pagaria
Designation	Joint Director
Created Date	05-Jun-2024 01:40 PM



REQUEST FOR PROPOSAL (RFP)

"NHA Call Center"

Issued by: National Health Authority

RFP No: S-12017/81/2020/NHA

RFP Issue Date: 05.06.2024

National Health Authority (NHA) invites proposal from reputed and experienced firms for "NHA Call Center". Interested firms/agencies may submit their proposals along with required support documents on or before 26.06.2024, on or before 1700 hours.

For RFP document, eligibility criteria, pre-bid query responses, corrigendum and other details, please visit CPP Portal: <https://eprocure.gov.in/eprocure/app>

Place: New Delhi
Date: 05.06.2024

Vikram Pagaria
Director,
National Health Authority

Request for Proposal (RFP) for

“NHA Call Center”

Volume-I

RFP No: S-12017/81/2020/NHA

Date of Publishing: 05.06.2024

Disclaimer

The information contained in this Request for Proposal (RFP) Document is being provided to interested bidders on the terms and conditions set out in this Tender. The purpose of this Tender Document (hereinafter called RFP: Request for Proposal) is to provide interested parties with information that may be useful to them in making their pre-qualification, technical and financial offers pursuant to this RFP.

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

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein. The NHA, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP Document or arising in any way for participation in this Bid Process. The NHA also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

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

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

About this RFP

This RFP is meant to invite proposals from interested organizations capable of delivering ‘**scope of work**’ for “NHA call center” provided in this RFP. The content of this RFP has been documented as a set of two (II) volumes explained below.

- **RFP Volume I: Scope of Work, Evaluation and Bidding Process:** Volume I of RFP provides details on the proposed scope of work, payment terms and details that may be needed by the potential bidders to understand their eligibility, bidding process and formats for preparing the bids that NHA deems necessary to share with the potential bidders.
- **RFP Volume II: Contractual and Legal Specifications:** Volume II of RFP provides the contractual and legal terms that NHA wishes to specify at this stage.

This is Volume I of the RFP

Table of Contents

Disclaimer.....	2
About this RFP	3
1 Invitation to proposal.....	6
2 Fact Sheet	7
3 About us	9
3.1 National Health Authority.....	9
3.2 Organizational Structure	11
3.3 Ayushman Bharat PM-JAY	11
3.4 Ayushman Bharat Digital Mission (ABDM)	13
4 Scope of Work	14
4.1 Key current processes.....	14
4.2 Detailed scope of work	20
5 Instructions to Bidders.....	40
5.1 Objectives of this RFP.....	40
5.2 General	40
5.3 Availability of RFP Document	40
5.4 Bid Security Declaration	40
5.5 Bid Preparation Costs.....	41
5.6 Consortium and Sub-Contracting	41
5.7 Debarment from Bidding	42
5.8 Authorized Signatory and Authentication of Bids.....	42
5.9 Language	43
5.10 Complete and Compliant Responses	43
5.11 Late Bids	43
5.12 Proposal Submission Format	43
5.13 Amendment of the RFP.....	44
5.14 Bid Validity.....	45
5.15 Right to the Content of Proposal	45
5.16 Disqualification	45
5.17 Confidentiality.....	45
5.18 Fraud and Corrupt Practices	46

	5.19	Right to Terminate the Process	47
	5.20	Conflict of Interest	47
	5.21	NHA's right to accept or reject any or all proposals.....	48
6		Bidding Process	48
	6.1	Pre-Bid Queries	48
	6.2	Pre-Bid Meeting.....	48
	6.3	Responses to Pre-Bid Queries and Issue of Corrigendum	49
	6.4	Bid submission format	49
	6.5	Selection of Bidders	51
7		Evaluation Process and Criteria.....	52
	7.1	Evaluation Process.....	52
	7.2	Evaluation Criteria	53
8		Award of Contract and Payment Terms	64
9		Annexures	82
	9.1	Annexure I: Template for Pre-Bid Queries	82
	9.2	Annexure II: Pre-Qualification Proposal Format	83
	9.3	Annexure III: Technical proposal format	90
	9.4	Annexure IV: Commercial proposal format.....	95
	9.5	Annexure V: Format for Performance Bank Guarantee	99
	9.6	Annexure VI: Pre-contract Integrity Pact	94
	9.7	Annexure VII: IT Security Requirements	99

1 Invitation to proposal

New Delhi
Date: 05.06.2024

The Government of India is committed to ensuring highest possible level of health and well-being for all, through a preventive and promotional health care orientation in developmental policies and universal access to good quality health care services without anyone having to face financial hardship. To fulfill this vision, the Government of India conceptualized 'Ayushman Bharat – Pradhan Mantri Jan Arogya Yojana (AB PM-JAY)', a flagship initiative that attempts to move away from sectoral and segmented approach of service delivery to a comprehensive need-based healthcare service. For focused approach and effective implementation of PM-JAY, National Health Authority (NHA) was established through a cabinet decision as an attached office to Ministry of Health & Family Welfare.

NHA provides overall vision and stewardship for the design, roll-out, implementation and management of PM-JAY in alliance with state governments. Inter-alia, this includes, formulation of PM-JAY policies, development of operational guidelines, implementation mechanisms, coordination with state governments, monitoring and oversight of PM-JAY. NHA also plays a critical role in fostering linkages as well as Convergence of PMJAY with health programs of the Central and State Governments wherein other scheme beneficiaries will be able to access services at PM-JAY empaneled Hospitals and vice versa. Other than implementation and management of PM-JAY and Convergence schemes, NHA has been entrusted with the role of designing strategy, building technological infrastructure and implementation of "Ayushman Bharat Digital Mission" to create a National Digital Health Eco-system in coordination with different ministries/departments of the Government of India, State Governments, and private sector/civil society organizations.

NHA has set-up a national call center for PM-JAY process which aims to provide a common platform in the country to manage incoming and outgoing telephone calls from/ to various stakeholders so as to address PM-JAY related queries and to provide state-specific information to the beneficiaries regarding entitlement of PM-JAY, access of services, and grievance redressal. The national call center also supports answers on queries/complaints from different stake holders related to ABDM and Convergence schemes on the respective helpline numbers. However, a need has been felt for expansion of the existing call center due to new changes and transformations basis which this project is conceptualized, and the RFP is published to engage services of call center provider. The objective of this RFP is to invite proposals from eligible, reputed, qualified call center services providers with sound technical and financial capabilities which meet the eligibility and qualify as per selection criteria specified in this RFP. The selection of the bidder shall be done as per least cost system i.e. L1 method as provided in this RFP.

The official website for accessing the information related to this RFP is- Central Public Procurement Portal (CPPP) i.e. <https://eprocure.gov.in/eprocure/app>. Interested bidders are requested to submit their proposals on CPPP to the "RFP" on or before **1700 hours, 26.06.2024**. This invitation to bid is non-transferrable.

Thank you and we look forward to receiving your proposal.

Director
National Health Authority

2 Fact Sheet

S. No.	Reference	Description
1.	RFP number	S-12017/81/2020/NHA
2.	Name of purchaser	Chief Executive Officer, National Health Authority, acting on behalf of the President of India
3.	Date of publishing of RFP	05.06.2024
4.	RFP Title	NHA Call Center
5.	Availability of RFP document	NHA has published RFP on- a) Central Public Procurement Portal(www.eprocure.gov.in) b) Website of PM-JAY (www.pmjay.gov.in) c) ADBM Website – (www.abdm.gov.in)
6.	Method of selection	Three stage evaluation process comprising of: <ul style="list-style-type: none"> • Pre-Qualification Evaluation, • Technical Evaluation, and • Commercial Evaluation The selection of the call center service provider shall be based on least cost system i.e. L1 method.
7.	Date till which the RFP response/bid should be valid i.e. period of bid validity	The bid proposal shall remain valid for 180 (one hundred and eighty) days from the last date of bid submission.
8.	Bid Security Declaration	The Bidders shall submit, along with their bids, a Bid security Declaration as per the details specified in section 5.4 (Bid Security) of this RFP. Bid Security Declaration must remain valid for at least 45 days beyond the final bid validity i.e. 180 + 45 days from the last date of bid submission.
9.	Pre-bid meeting	Date- 10.06.2024, 1100 hours onwards Venue- National Health Authority Office Conference Room 3rd Floor, Tower-1 Jeevan Bharati Building, Connaught Place New Delhi (NHA may decide to conduct the pre-bid meeting through electronic mode, the details for the same shall be posted on PM-JAY website viz. (www.pmjay.gov.in) & ABDM Website (www.abdm.gov.in))

10.	Pre-Bid Queries	Queries/Clarification(s) must be requested on or before 11.06.2024, up to 1700 hours. Bidders are required to send the queries/clarification request(s) in the manner specified in Annexure 1 (Template for Pre-Bid Queries) of the RFP. The e-mail address for requesting clarification is: procurement.division@nha.gov.in
11.	Bid submission	The last date and time for submission of Proposal is 26.06.2024, on or before 1700 hours. The bidder's proposal needs to be submitted online at www.eprocure.gov.in on or before the last date and time of submission.
12.	Currency	The bidder to state all costs in Indian Rupees only (₹).
13.	Late Bids	Late bids i.e. bids received after the specified date and time of receipt will not be considered.
14.	Date, Time and venue for opening of pre-qualification bids of all bidders	Date- 27.06.2024 from 1700 hours onwards Mode- Electronically on CPPP.
15.	Tentative date, time and venue for opening of technical bids (only of the bidders who have qualified in the pre-qualification stage)	Date- To be announced later. Mode- Electronically on CPPP.
16.	Date, Time and Venue for Technical presentation (only of the bidders who have qualified in the pre-qualification stage)	Date- From 5 days of opening of technical bids. (NHA may decide to conduct the technical presentation through electronic mode, the details for the same shall be shared with all the bidders qualified in pre-qualification stage)
17.	Date, Time and Venue for commercial bid opening (only of the bidders who have qualified in the technical evaluation stage)	Date- To be announced later. Mode- Electronically on CPPP.

3 About us

3.1 National Health Authority

National Health Authority (NHA) is the apex body responsible for implementing India's flagship public health insurance/assurance scheme called "Ayushman Bharat Pradhan Mantri Jan Arogya Yojana" & has been entrusted with the role of designing strategy, building technological infrastructure and implementation of "Ayushman Bharat Digital Mission" to create a National Digital Health Eco-system.

National Health Authority is the successor of the National Health Agency, which was functioning as a registered society since 23rd May, 2018. Pursuant to Cabinet decision for full functional autonomy, National Health Agency was reconstituted as the National Health Authority on 2nd January 2019, under Gazette Notification Registered No. DL – (N) 04/0007/2003-18. NHA has been set up to implement PM-JAY, as it is popularly known, at the national level. An attached office of the Ministry of Health and Family Welfare with full functional autonomy, NHA is governed by a Governing Board chaired by the Union Minister for Health and Family Welfare. It is headed by a Chief Executive Officer (CEO), an officer of the rank of Secretary to the Government of India, who manages its affairs. The CEO is the Ex-Office Member Secretary of the Governing Board.

To implement the scheme at the State level, State Health Agencies (SHAs) in the form of a society/trust have been set up by respective States. SHAs have full operational autonomy over the implementation of the scheme in the State including extending the coverage to non-SECC beneficiaries.

NHA is leading the implementation of the Ayushman Bharat Digital Mission (ABDM) in coordination with different ministries/departments of the Government of India, State Governments, and private sector/civil society organizations.

Key Functions of NHA Under PM-JAY

- Formulation of various operational guidelines related to PM-JAY, model documents and contracts to ensure standardization and interoperability.
- Determine the central ceiling for premium (or maximum central contribution for trusts) per family per year to be provided to the States/UTs and review it from time to time, based on field evidence and actuarial analysis.
- Develop and enforce compliance with standards for treatment protocols, quality protocols, minimum documentation protocols, data sharing protocols, data privacy and security protocols, fraud prevention and control including penal provisions etc.
- Develop mechanisms for strategic purchasing of health care services through PM-JAY, to get the best return on Government's investment. Create conducive conditions for strategic purchasing by preparing a list of packages and their rates and updating them from time to time using a transparent, predictable and evidence-based process.
- Set up effective and efficient mechanisms to pay the health care providers.
- Set up systems and processes for convergence of PM-JAY with other health insurance/assurance schemes. This will include schemes being implemented by both State and Central Governments. National Health

Authority will also develop a pathway to converge PM-JAY with schemes targeting workers from both, the formal and informal sectors.

- Build a state-of-the-art health information technology ecosystem with requisite foundational components on which PM-JAY and other health systems can be hosted/linked; Information Technology standards will be developed in consultation with the Ministry of Electronic and Information Technology (MeitY).
- Explore options including ways to link PM-JAY with the larger health care system, especially primary care, in consultation with the Ministry of Health and Family Welfare, Government of India.
- Work closely with Insurance Regulatory and Development Authority on the development and implementation of Health Insurance Regulations targeting insurance companies, Third Party Administrators, hospitals and other stakeholders.
- Effective implementation of PM-JAY across the country and its regular monitoring including taking course corrections actions, as and when required.
- Coordination with various State Governments regularly for the implementation of PM-JAY.
- Capacity building of State Health Agencies and other stakeholders continuously.
- Carrying out awareness activities for informing beneficiaries and other stakeholders about the scheme.
- Prevention, detection and control of fraudulent activities and abuse.
- Grievance redressal for all the stakeholders at various levels.
- Set up an efficient monitoring system for the scheme.
- Stimulate cross-learning, sharing of best practices amongst States and documentation of these practices.
- Ensure interoperability, standardization and convergence amongst schemes of Central Ministries.
- Conduct and facilitate policy-relevant research and evaluation studies including knowledge sharing and information dissemination at the national and international level.
- Develop strategic partnerships and collaboration with Central and State Governments, other public and private institutions including not-for-profit institutions, banks, insurance companies, academic institutions such as universities, missions, think tanks and other national and international bodies of repute in areas relevant to the objectives of PM-JAY.
- Generate evidence for the policymakers from schemes' data and other research/evaluations to facilitate evidence-based decision-making and policy formulation by the Government.
- Act as an apex body for State Health Agencies that have been set up to implement PM-JAY.
- Take any decision related to the implementation of the scheme, recruitment rules and hiring of staff, disbursement of grant-in-aid to the States and issue relevant directions from time to time, as required.
- Any other activities as assigned by the Government of India from time to time.

Convergence

Also, NHA plays a critical role in fostering linkages as well as convergence of PMJAY with health programs of the Central and State Governments wherein other scheme beneficiaries will be able to access services at PM-JAY empaneled Hospitals and vice versa.

Key Responsibilities of NHA Under ABDM

- Administrative and technical leadership to the Ayushman Bharat Digital Mission.
- Propose policy directions as required to the Mission Steering Group, Empowered Committee and MoHFW.
- Development of models for self-financing of Ayushman Bharat Digital Mission.
- Implementation of policies and decisions approved by the Mission Steering Group and Empowered Committee.
- Coordination with MoHFW and the States/UTs.
- Resolution of technical and operational issues.
- Recruitment of resources from the Government and private sector at competitive market rates.
- Management of day-to-day operations of Ayushman Bharat Digital Mission (ABDM).
- Capacity building of various stakeholders for health informatics.
- Engagement with all stakeholders including private sector and civil society organizations and develop strategic partnerships to achieve the objectives of the Ayushman Bharat Digital Mission (ABDM).

Bidders are requested to visit <https://pmjay.gov.in/> and <https://abdm.gov.in/> for details.

3.2 Organizational Structure

The National Health Authority is divided into seven verticals. These cover the operational as well as the support functions for the organization in implementing PM-JAY. Each vertical is headed by an Executive Director and staffed by personnel skilled and experienced in their specific area of work. These are Finance, Administration, Policy & Knowledge Management, Information Technology, Beneficiary Empowerment, Hospital Networking & Quality Assurance, and State Partnerships. Bidders may see the NHA organogram at <https://pmjay.gov.in/about/organogram> and <https://abdm.gov.in/organization-chart> for PM-JAY and ABDM respectively.

3.3 Ayushman Bharat PM-JAY

Ayushman Bharat, a flagship scheme of Government of India was launched as recommended by the National Health Policy 2017, to achieve the vision of Universal Health Coverage (UHC). This initiative has been designed so as to meet SDG and its underlining commitment, which is "leave no one behind".

Ayushman Bharat is an attempt to move from sectoral and segmented approach of health service delivery to a comprehensive need-based health care service. Ayushman Bharat aims to undertake path breaking interventions to holistically address health (covering prevention, promotion and ambulatory care), at primary, secondary and tertiary level. Ayushman Bharat adopts a continuum of care approach, comprising of two inter-related components, viz:

- **Health and Wellness Centres (HWCs):** In February 2018, the Government of India announced the creation of 1,50,000 Health and Wellness Centres (HWCs) by transforming existing Sub Centres

and Primary Health Centres. These centres would deliver Comprehensive Primary Health Care (CPHC) bringing healthcare closer to the homes of people covering both maternal and child health services and non-communicable diseases, including free essential drugs and diagnostic services. Health and Wellness Centers, are envisaged to deliver an expanded range of services to address the primary health care needs of the entire population in their area, expanding access, universality and equity close to the community. The emphasis of health promotion and prevention is designed to bring focus on keeping people healthy by engaging and empowering individuals and communities to choose healthy behaviors and make changes that reduce the risk of developing chronic diseases and morbidities.

- **Pradhan Mantri Jan Arogya Yojana (PM-JAY):** The second component under Ayushman Bharat is PM-JAY, which aims at providing health benefit cover of Rs. 5 lakhs per family per year for secondary and tertiary care hospitalization to over 12 crores poor and vulnerable families (approximately 55 crore beneficiaries) on cashless family floater basis. There is no cap on the family size under the scheme. This scheme was launched on 23rd September 2018 by the Hon'ble Prime Minister Shri Narendra Modi on PAN India basis. PM-JAY has been rolled out for the bottom 40% of poor and vulnerable population. The households included are based on the deprivation and occupational criteria of Socio-Economic Caste Census 2011 (SECC 2011) for rural and urban areas respectively. The scheme subsumed then existing Rashtriya Swasthya Bima Yojana (RSBY), launched in 2008 and Senior Citizen Health Insurance Scheme, launched in 2017. Therefore, the coverage mentioned under PM-JAY also includes families that were covered in RSBY but were not present in the SECC 2011 database. PM-JAY is completely funded by the Government, and cost of implementation is shared between Central and State Governments.

Key features of PM-JAY

- World's largest health insurance/ assurance scheme fully financed by the government.
- Provides benefit cover of Rs. 5 lakhs per family per year, for secondary and tertiary care hospitalization across public and private empaneled hospitals in India.
- Over 12 crore poor and vulnerable entitled families (approximately 55 crore beneficiaries) are eligible for these benefits.
- Provides cashless and paperless access to health care services for the beneficiary at the point of service.
- Will help reduce catastrophic expenditure for hospitalizations, which pushes 6 crore people into poverty each year, and will help mitigate the financial risk arising out of catastrophic health episodes.
- No restrictions on family size, age or gender.
- All pre-existing conditions are covered from day one.
- Covers up to 3 days of pre-hospitalization and 15 days post-hospitalization expenses such as diagnostics and medicines.
- Benefits of the scheme are portable across the country i.e. a beneficiary can visit any empaneled public or private hospital in India for cashless treatment.
- Services include approximately 1,929 procedures covering all the costs related to treatment, including but not limited to drugs, supplies, diagnostic services, physician's fees, room charges, surgeon charges, OT and ICU charges etc.
- Public hospitals are reimbursed for the healthcare services at par with the private hospitals.

3.4 Ayushman Bharat Digital Mission (ABDM)

The Ayushman Bharat Digital Mission (ABDM) has been launched for promoting digitization and developing an open interoperable ecosystem by developing verified registries, platforms, reference applications, and open APIs. Digitization of processes in healthcare institutions shall be taken up by the dovetailing of various resources. Thus, ABDM seeks to bridge the gap among multiple stakeholders that are part of the healthcare ecosystem.

The pilot project was launched with the name of National Digital Health Mission (NDHM) in the six union territories of Ladakh, Chandigarh, Dadra and Nagar Haveli and Daman and Diu, Puducherry, Lakshadweep and Andaman and Nicobar Islands on 15th August 2020. The nationwide rollout of this pilot project was announced by Hon'ble Prime Minister Shri. Narendra Modi on 27th September 2021 with the name "Ayushman Bharat Digital Mission" (ABDM).

Key features of ABDM

- All digital health data and applications will be held in a decentralized manner, following the principle of minimality.
- Patient data will be held at the Point of Care (Health facility location where the treatment will be carried out) or at the closest possible physical location.
- Citizen shall be in full control of the 'processing of health data relating to him/ her.
- Entities will be able to access data only through links, subject to the applicable permissions and consent.

For further details bidders may please refer to <https://abdm.gov.in/>.

4 Scope of Work

4.1 Key current processes

The scope of the present RFP is for the following processes of NHA-

1. Pradhan Mantri Jan Arogya Yojana (PM-JAY)
2. Convergence (with other schemes)
3. Empaneled Health Care Provider (EHCP)
4. Covid/Co-Win
5. Ayushman Bharat Digital Mission (ABDM)

This sub-section details the key processes of NHA which are currently running for which call center service provides shall provide services for.

Note-

1. It is clarified that new schemes and processes may be added by NHA as per the requirements and similarly any existing campaigns/queues/processes may also be discontinued as per the need.
2. NHA call center may be integrated with various call center's set-up of states/UTs through which calls received at NHA call center may then be automatically forwarded to respective State Call Centre and vice-versa as per standards of telecom service providers and rules and regulations.
3. Different processes may have same or different toll-free number as per the process/NHA requirement. It is clarified that-
 - a. The Inbound telephony costs (meterable - Costs related to Toll-Free Number) related to Toll-Free Number (service provider shall be selected by NHA) shall be borne by NHA and all other cost/expense are to be borne by CCSP.
 - b. The cost related to PRI (inbound and outbound) and related infrastructure (for inbound and outbound), systems etc. shall be borne by the Call Centre Service Provider. All expenses related to outbound calls shall also be borne by Call Centre Service Provider.
 - c. The billing of each process shall be separate.
 - d. Inbound and Outbound campaigns will be considered as different processes since both are different in nature and cannot be evaluated basis completely similar SLAs.
 - e. Bidder to provide resources for each of the NHAs processes mentioned in section 4.2.1.3. Each process shall be headed by a team leader/manager.

4.1.1 PM-JAY

1. The PM-JAY process is required to manage queries and grievances pertaining to PM-JAY scheme from various individuals and stakeholders and to serve as a central point of contact. The current set-up is delivering both inbound and outbound services.
2. The PM-JAY process aims to provide a common platform in the country to manage incoming and outgoing telephone calls from/ to various stakeholders such as the citizens/ Insurance Companies/ Health Service Providers, State Health Agencies and other stakeholders so as to address PM-JAY

related queries and to provide state-specific information to the beneficiaries regarding entitlement of PM-JAY, access of services, and grievance redressal.

3. The objectives of the PM-JAY call center are-
 - a. Provide information on PM-JAY on entitlement, benefit cover, enrollment, packages, process for availing benefits, empaneled providers, national portability, etc.
 - b. Address the information needs of citizens and beneficiaries and other stakeholders across the country including from states that participate and those that are not participating in PM-JAY.
 - c. Facilitate access to national portability of the benefits to the PM-JAY beneficiaries who may be outside their state and in need of services they are entitled to as envisioned within the PM-JAY portability facility.
 - d. Register system-based escalation of complaints/grievances (based on timeframe for resolution/ nature of grievance/ automatic escalation based on escalation matrix) and record their closure/resolution in the national portal.
 - e. Capture any fraud or system abuse cases reported, for further investigation and necessary action.
 - f. Capture views and concerns of care seeking population, empaneled providers/Hospitals and other stakeholders and to conduct various feedback surveys from time to time so as to get feedback on the services of PM-JAY
4. The PM-JAY process runs outbound call service to respond to queries / grievances of stakeholders or for any specific survey or for pro-actively obtaining feedback on services delivered or any other scenario as decided by NHA. The following are some of the outbound campaigns run by NHA:
 - a. Beneficiary Feedback campaign
 - b. Beneficiary health Status follow up feedback call
 - c. Hospital Empanelment Support campaign
 - d. Beneficiary verification campaign
 - e. Beneficiary awareness campaign
 - f. Beneficiary mobile number verification
 - g. PMAM advisory campaign
 - h. Other campaigns as required

4.1.2 Convergence

1. Different Ministries of Government of India such as Ministry of Home Affairs (MHA), Ministry of Labour & Employment (MoLE) and Ministry of Social Justice & Empowerment (MoSJE) have built partnership with NHA to facilitate provision of healthcare services to their members/beneficiaries/employees.
2. The objective of scheme convergence is to provide comprehensive medical treatment and diagnostic facilities to various beneficiary groups as well as government employees, pensioners, and their dependents under different schemes (CAPF, BoCW etc.) on NHA IT system as per mutually agreed PM-JAY / CGHS Package Rate. These cashless services would be provided through a network of Empaneled Health Care Providers (EHCPs) for the risk covers defined in the operation document of partner organization for reducing out of pocket health care expenses.
3. Many convergence schemes are being undertaken by NHA for providing medical treatment to government employees, pensioners, and their dependents of various Central / State Government's Ministries / Departments, etc which may be added from time to time and for this purpose Private Hospitals, Healthcare centres, Clinics, Diagnostic centres and Laboratories will be empaneled for

providing medical treatment through NHA's IT Platform.

4.1.3 EHCP

A dedicated helpline for EHCPs/Hospitals that was launched in July 2022 to provide them guidance and appropriate resolution for their queries/complaints.

4.1.4 Covid/Co-Win

The Helpline to address queries related to COVID 19 and Co-Win software, the application used for registration and booking appointments for vaccination by citizens.

4.1.5 ABDM

1. The Ayushman Bharat Digital Mission (ABDM) aims to develop the backbone necessary to support the integrated digital health infrastructure of the country. It will bridge the existing gap among different stakeholders of the Healthcare ecosystem through digital highways.
2. ABDM has the following modules –
 - I. **ABHA Number** - The ABHA (Ayushman Bharat Health Account) Number uniquely identifies persons, authenticates them, and threads their health records (only with the patient's informed consent) across multiple systems and stakeholders.
 - II. **Healthcare Professionals Registry (HPR)** - It is a comprehensive repository of all healthcare professionals involved in the delivery of healthcare services across both modern and traditional systems of medicine. Enrolling in the Healthcare Professionals Registry will enable them to get connected to India's digital health ecosystem.
 - III. **ABHA Mobile App (PHR)** - A PHR is an electronic record of health-related information on an individual that conforms to nationally recognized interoperability standards and can be drawn from multiple sources while being managed, shared, and controlled by the individual.
 - IV. **Health Facility Registry (HFR)** - It is a comprehensive repository of health facilities of the nation across different systems of medicine. It includes both public and private health facilities including hospitals, clinics, diagnostic laboratories and imaging centres, pharmacies, etc. Enrolling in the Health Facility Registry enables them to get connected to India's digital health ecosystem.
 - V. **Unified Health Interface (UHI)** - UHI is envisioned as an open protocol for various digital health services. UHI Network is an open network of End User Applications (EUAs) and participating Health Service Provider (HSP) applications. UHI enables a wide variety of digital health services between patients and health service providers (HSPs) including appointment booking, teleconsultation, service discovery and others.

Scope of work for ABDM call centre (to be read in conjunction with the scope prescribed in various sub-section of this RFP)

1. Provide information regarding any queries related to ABDM to -
 - a. Individuals to create ABHA Nos.
 - b. Healthcare Professionals registry which includes doctors of all systems of medicines, nurses, paramedics, and other healthcare professionals

- c. Health Facility Registry which includes hospitals, clinics, diagnostic laboratories and imaging centres, pharmacies, blood banks, etc. These can be government (public) or private facilities.
 2. Provide information regarding ABDM's latest schemes such as DHIS (Digital Health Incentive Scheme), new features such as Scan & share, face authentication etc.
 3. Address the information needs of citizens and other stakeholders across the country.
 4. Register technical queries/complaints and forward them to the respective technical teams. Follow up with technical teams for closure/ resolution.
 5. Capture queries, views and concerns of citizens, healthcare providers/Hospitals and other stakeholders regarding the initiative – and share the same with NHA team.
 6. Provide support to ABDM's integration partners for their user's day-to-day queries.
3. ABDM's call centre service provider will also be required to do outbound calls for specific surveys designed by NHA or to inform new features/services provided by ABDM to its respective stakeholders, healthcare professionals, health facilities, citizens etc. A few outbound campaigns currently being run by NHA for ABDM are as follows:
 - a. DHIS Outbound calling.
 - b. Assistance to healthcare professionals for registering in HPR
 - c. Calls to PMJAY empaneled hospital for HFR registration.
 - d. Webinar follow-ups outbound calling

4.1.6 Estimated Volumes (inbound and outbound)

1. Historical call volumes for individual processes can be referred under section 4.1.6 from initial planning perspective. Considering the previous trends, monthly dataset (records to be shared) may range from 2,00,000 to 4,00,000 for outbound and may range from 1,20,000 to 2,50,000 calls for inbound campaigns. There may be a variation of +/- (plus/minus) 25% in the expected capacity/volume and the CCSP must be flexible to incorporate such new requirements and deliver services accordingly at no additional cost to NHA.
2. Bidders must be able to scale-up/down its resources (human resources and infrastructure) basis the actual requirements to manage any variations in volumes at no additional cost to NHA.
3. Bidder to provide resources/profiles for each of the NHAs processes mentioned in section 4.2.1.3.
4. In the processes specified there may be multiple campaigns to which the CCSP shall provide services for, which CCSP shall always comply with.
5. New processes may also be added as per the directions of NHA with or without an impact on overall numbers.

4.1.7 Historical Volumes

Historical volumes for different inbound and outbound queues are provided as under –

Outbound (number of records shared)		
Month	PM-JAY	ABDM
Jan'22	246380	
Feb'22	264403	
Mar'22	273057	
Apr'22	273075	
May'22	227358	
Jun'22	247918	
July'22	247212	
Aug'22	287874	
Sep'22	247016	
Oct'22	282445	
Nov'22	237288	
Dec'22	274478	
Jan'23	250598	659
Feb'23	301430	16652
Mar'23	387945	3621
Apr'23	324529	20975
May'23	366926	584
Jun'23	353302	1094
Jul'23	292289	712733
Aug'23	319564	35125
Sep'23	258617	2844
Oct'23	191255	1508
Nov'23	352089	18315
Dec'23	116291	48626
Jan'24	290132	537

Inbound						
Month	Covid/Co-Win	PMJAY	Convergence	ABDM	EHCP	
	Calls Offered	Calls Offered	Calls Offered	Calls Offered	Calls Offered	
Jan'21	80091	104462	4980	3379		
Feb'21	103881	133899	1825	3046		
Mar'21	296426	165583	3910	2517		
Apr'21	443720	76751	1279	2266		
May'21	476257	58803	2100	2515		
Jun'21	416486	68800	2624	2906		
July'21	540079	101081	2420	4098		
Aug'21	544407	83829	1951	1315		
Sep'21	365214	156509	2250	10773		
Oct'21	139488	102266	2898	29748		
Nov'21	96760	81316	5684	12277		
Dec'21	104606	91396	25455	9703		
Jan'22	243672	87894	34207	15401		
Feb'22	104757	66183	28812	8310		
Mar'22	64850	62223	29381	17866		
Apr'22	58037	26967	21050	9806		
May'22	46578	49333	21101	9791		
Jun'22	43092	47924	27114	9305		
July'22	95468	68203	29444	8566	185	
Aug'22	119203	115342	29653	9637	227	
Sep'22	66735	186323	31633	9984	159	
Oct'22	22143	102466	28206	9224	179	
Nov'22	21542	153833	33730	14063	227	
Dec'22	28733	160635	31055	15228	190	
Jan'23	22450	119017	32301	13629	181	
Feb'23	16401	132007	28088	11204	134	
Mar'23	15905	141168	27540	11071	155	
Apr'23	19063	125511	23559	8951	157	
May'23	14483	132909	27021	10373	148	
Jun'23	13209	151652	34493	10351	165	
Jul'23	14655	221828	30848	15690	184	
Aug'23	12671	238505	30707	27682	391	
Sep'23	11710	298745	27939	30150	129	
Oct'23	11541	271846	24669	33763	273	
Nov'23	8571	147884	19590	20261	145	
Dec'23	12359	178632	20163	27549	176	
Jan'24	7803	149587	19615	26471	106	

4.2 Detailed scope of work

The following is the detailed scope of work for the Call Centre Service Provider (CCSP), for all processes and requirements specified in section 4.1-

Key stakeholders-

1. Residents of India
2. Beneficiaries (under PM-JAY, Convergence, ABDM and other processes)
3. Government departments, agencies, officials of Government Agencies
4. Various beneficiary groups as well as government employees, pensioners, and their dependents under different convergence schemes
5. Insurance Companies/TPAs
6. Health Service Providers
7. NHA: National Health Authority
8. SHA: State Health Agency
9. Other stakeholders engaged by NHA

Implementation Model-

1. NHA envisages the NHA call center on a “communication as a service” model/outsourced.
2. NHA call Centre will have the multi-lingual capacity and will be established by CCSP for inbound and outbound calls from across India.
3. The calls will be handled by a call center agent in Hindi, English, or any of the language as desired by the caller (as detailed in subsequent section). Based on experience, some of these calls may be automated and handled through Interactive Voice Response (IVR) for which the protocol will be provided as needed by the NHA.
4. The call center agents/staff shall be required to work from bidder’s office at **Delhi/NCR** as a regular/standard operating model. However, in case, some resource(s) require to operate remotely either at the request of bidder or at NHA’s direction (in case of a pandemic etc.), the same shall need to be explicitly approved by NHA for the specific resource(s).
5. It is clarified that in case remote working for a resource(s) is approved by NHA, all the required infrastructure shall be provided by the CCSP to its agents at its own cost and the entire solution must be accessible at the remote site the agent is working from. Service levels along with all terms and conditions provided in this RFP shall be applicable as is.
6. CCSP shall also need to allocate 2 seats for NHA officials in its office premises at no additional cost to NHA.
7. Based on standard operating procedures (SOP) of NHA the calls may be routed/transferred/forwarded to States/UT’s/other agencies/schemes and vice-versa. It is further clarified that such routing and/or transferring and/or forwarding may happen either during IVRS or during agent interaction i.e. at any point of time during the inbound/outbound call. All costs and technology support related to above activities shall be borne by the CCSP.
8. The Call Centre shall have capacity to implement new processes – inbound and outbound as per requirements without disruption to ongoing processes, service levels, business as usual.
9. The selected bidder (hereinafter to be referred as ‘Call Centre Service Provider-CCSP’) shall provide the required IT Infrastructure/solution (Hardware/Software).

10. Call Centre Service Provider to ensure the business continuity at all times during the contract period.
11. The Standard operating procedure of grievance-handling and information-sharing between the States and NHA Call Centre will be followed.
12. The Inbound telephony costs (meter-able) related to Toll-Free Number (service provider shall be selected by NHA) shall be borne by NHA and all other cost/expense are to be borne by CCSP.
13. The cost related to PRI (inbound and outbound) and related infrastructure (for inbound and outbound), systems etc. shall be borne by the Call Centre Service Provider. All expenses related to outbound calls shall also be borne by Call Centre Service Provider.
14. It is also clarified that- for all processes inbound/outbound the first point of contact shall preferably be IVRS and other digital technologies as may be proposed by the bidder as part of its solution. However, NHA may specify certain campaigns where no agents-based calling will be required, and the calls shall only be delivered through IVRS and may also specify such campaigns where only agent-based calling may be there. Call Centre Service Provider shall be required to deliver services accordingly.
15. The Project must go-live within 45 days from date of signing the contract. The following shall be definition of go-live-
 - a. Provisioning of all agents by the selected Call Centre Service Provider (as per the work orders to be provided by NHA)
 - b. Provisioning of entire Infrastructure and Technology as per scope defined herein
 - c. Integration with NHAs IT System.
 - d. Completion of training of all agents of Call Centre Service Provider
 - e. Acceptance by NHA
 - f. The go-live shall mean go-live of the entire project and not a go-live of a particular phase of the project.
16. Post go-live the service provider shall provision additional agents and required infrastructure necessary to meet the SLAs. However, additional campaigns shall be as per the subsequent work orders to deliver the work (as per point # 13 defined above). It is further clarified that it shall be upto the CCSP to deploy the manpower it deems appropriate to meet the SLAs.
17. The project shall be for a duration of three years from the date of go-live and further extendable to one more year at the same terms, conditions and rates as stipulated/discovered under this RFP. However, the discretion for extending the contract shall rest with the NHA on the terms and conditions provided under this RFP and acceptance of both the parties.
18. Access to relevant details will be provided by NHA to the Call Centre Service Provider which shall be used for addressing queries related to beneficiaries, citizen and other stakeholders. The Call Centre Service Provider shall be required to establish integration with NHA's IT System through APIs.
19. A review meeting with Senior Officials or Project team may be called upon from time to time. It is clarified here that NHA shall not make any additional payment in respect for any travel made for this purpose.
20. IT security requirements are provided at annexure VII of this RFP which needs to be complied by the Call Centre Service Provider.
21. Call Centre also shall have the capabilities to run certain projects, where no agents-based calling will be required, and the calls shall only be delivered through IVRS.
22. The Call Centre shall be operational on all days and at all hours for all helplines unless otherwise approved by NHA.

23. The attendance of the agent shall be monitored through login key credentials where s/he is available at seat for answering of calls. A system-generated report shall be submitted by CCSP to NHA basis the frequency decided by NHA.
24. CCSP shall also have the provision of tracking attendance for agents through bio-metric/face-auth in office premises and a system-generated report needs be shared around the same as and when required by NHA.
25. Based on experience, some of these calls shall be automated and handled through Interactive Voice Response (IVR) for which the protocol will be provided to the CCSP.
26. Feedback shall be taken through IVRS for 100% inbound calls and as per NHA requirements for outbound.
27. Based on Standard Operating Procedures (SOP) the calls will be routed to States/UTs/other agencies.
28. The SOP of grievance-handling and information-sharing between the States and National Call Centre will be followed.
29. Weekly, Monthly and Quarterly Business Reviews will be conducted with the CCSP by NHA officials.

4.2.1 Description of Services

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

4.2.1.1 Business Services

It is envisaged that all processes shall have different dedicated Toll-free/Short code numbers.

4.2.1.1.1 Inbound call services

Following shall be the key functions of the call Centre

- a. Ensure each beneficiary/stakeholder/citizen is treated with respect, consideration and sensitivity.
- b. Provide information on PM-JAY/particular program/scheme on entitlement, benefit cover, enrollment, packages, process for availing benefits, empaneled providers, national portability, etc.
- c. Address the information needs of citizens and beneficiaries and other stakeholders across the country including from states that participate and those that are not participating in PM-JAY or other Programs.
- d. Facilitate access to national portability of the benefits to the PM-JAY beneficiaries who may be outside their state and in need of services they are entitled to as envisioned within the PM-JAY portability facility.
- e. Register system-based escalation of complaints/grievances (based on timeframe for resolution/ nature of grievance/ automatic escalation based on escalation matrix) and record their closure/resolution in the national portal.
- f. Capture views and concerns of care seeking population, empaneled providers/Hospitals and other stakeholders and to conduct various feedback surveys from time to time so as to get feedback on the services of the program/Scheme
- g. Bidder to ensure inbound operations to be 24 x 7 or as approved by NHA for different helplines.

4.2.1.1.2 Outbound call services

The Call Centre currently runs outbound call service for PM-JAY to proactively seek feedback on services delivered, to respond to queries and/or grievances of stakeholders not hitherto resolved or for any specific survey. Other outbound calls are also and will be made as per requirement relating to important projects such as Convergence of PM-JAY with GOI Schemes & ABDM as being undertaken by NHA.

Following are some of the outbound campaigns run by NHA:

- a. Beneficiary Feedback campaign
- b. Beneficiary health Status Follow up Feedback call
- c. Value Based Health Care (VBHC) campaign
- d. Calls to PMJAY empaneled hospitals.
- e. Digital Health Incentive Scheme (DHIS) outbound calling
- f. Assistance to healthcare professionals for registering in HPR
- g. Call to PM-JAY empaneled hospitals for HFR registration
- h. Webinar follow-ups outbound calling
- i. Other campaigns as required by the process e.g. COVID response related outbound calling project for ICMR, Arogya Setu etc.

Note-

1. The Call Centre Service Provider shall provide inbound and outbound voice call services in all the regional languages (including Hindi and English).
2. Most of the queries / grievances may be resolved by the Call Centre Executives/Agents using the information available however for unresolved queries / grievances, the Call Centre Service Provider shall forward the cases to the concerned departments within the NHA eco-system using proper escalation mechanism.
3. Outbound call service shall be used to respond to queries / grievances of stakeholders not hitherto resolved earlier or for any specific survey or for pro-actively obtaining feedback on services delivered or any other scenario as decided by NHA. The redial attempts to be made minimum 3 in number. The follow-up on connected call has to be dealt case to case basis.
4. The outbound calls shall also be provided in the regional languages or in any language so desired by the stakeholder, with the allocation of data being daily and/or weekly. As per historical data from PM-JAY the contactability between 40-50%, bidders may make their own projections regarding the same.
5. The Call Centre Service Provider shall work jointly with NHA to identify problem and queries for which the current Standard Response Template (SRTs) or FAQs do not provide any answers. These may be shared with NHA on regular basis and new SRTs or FAQs may be prepared by coordinating with NHA. The Call Centre Service Provider shall also work closely with NHA in developing workflow, escalation procedures and reporting mechanism for resolution of queries/grievances.

e-Mails process

The selected service provider shall handle emails process.

4.2.1.2 Infrastructure and Technology

1. The Call Centre Service Provider shall provide Call Centre services on an outsourced model. Cost of the entire necessary infrastructure such as IVRS, Software, Application, Dialer, CRM, Office, space,

workstation, softphone, PRIs, headsets, connectivity etc. shall be borne by the Call Centre Service Provider.

2. The Call Centre Service Provider shall be responsible for procurement and deployment of the routers (primary and secondary) DR site. The Call Centre Service Provider shall be responsible for maintenance of the routers placed in DR site.
3. The routers provided by the Call Centre Service Provider must have at least 1 Gigabyte FC multimode port or higher.
4. The Call Centre Service Provider shall provide the required space, infrastructure, etc. in its premises to install Media Gateway for outbound dialing.
5. The Call Centre provider shall have an adequate number of PRIs configured required to answering all calls landed under different queues in Inbound and for executing different Outbound campaigns, depending on the volumes.

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

#	Component	Recommended Minimum Configuration
1	System Configuration	Processor: - Core 2 Duo 2.4 Ghz or higher Memory: - 8 GB RAM or more Display: - Super VGA with a resolution higher than 1024 x 768 Operating System: - Windows 10
2	Softphone	The Call Centre Service Provider is required to provide softphone
3	Headset	Compatible Headset for 100% workstation, with Y-jacking facility in at-least 25 % of the workstations. Headset quality should be at par with market standards with features like noise reduction etc. to ensure high level of service and customer experience
4	Video conferencing facility	Call Centre Service Provider shall ensure availability of video conferencing facility at all locations of Services with NHA for frequent remote touch base regarding day to day updates, trainings, etc.

4.2.1.2.1 Business Continuity Plan

1. CCSP shall submit a Business Continuity Plan within 45 days of signing the contract and get it approved by NHA management for ensuring business continuity in any situation. It should include both aspects – IT systems and human resources.
2. **Business Continuity:** The Service Provider must provide a comprehensive Business Continuity Plan (BCP) to ensure the continuity of services in the event of a disruption. The BCP should detail the steps to be taken before, during, and after an event to maintain the availability of services and support the recovery process.
3. **Business Impact Analysis (BIA):** The Service Provider must conduct a BIA to identify the potential impact of operational disruptions. The BIA should include an analysis of recovery requirements and the development of recovery strategies.
4. **Recovery Time Objective (RTO) and Recovery Point Objective (RPO):** The Service Provider must

adhere to the defined RTO and RPO. They must ensure that the services can be restored within the agreed-upon RTO and that the maximum tolerable data loss does not exceed the defined RPO.

5. Technical & IT infrastructure preparedness for lockdown situation or any other situation which threatens business continuity needs to be provisioned by Call Centre Service Provider and audited by NHA regularly.
6. Multiple sites in the same location (Delhi/NCR), different geographical location in India. Geographical spread of agents in different locations with enablement of training/cross training of resources on inbound/outbound processes is necessary depending on the need under BCP.
7. CCSPs will be responsible for providing:
 - a. Work from home facility for agents without impacting SLA deliverables.
 - b. Laptops/Tablets to be made available with agents with active internet connection in “work from home” scenario.
8. NHA will conduct regular audit of BCP policies and ‘dry run’ of a business exigency once in every quarter (ensuring ZERO impact on deliverables) and course correction actions taken for the same should be documented. Dry run refers to the testing of BCP to ensure that BCP is delivering 100% performance.

4.2.1.2.2 Intelligent IVRS Solution

The Call Centre Service Provider shall also provision an Intelligent IVRS for the NHA call center which meets the below requirements-

1. IVRS must have features of ‘key press input’ and ‘speech to text’.
2. IVRS must provide multi-lingual language selection option to the caller (beneficiary/various stakeholders) and all the pursuant information as provided in the IVRS shall be in the language selected by the caller.
3. NHA envisages the use of IVRS system to not just act as merely a filter options but also to act as conversational, informative and transactional based system for the callers. The objective of IVRS is to enable human like interactions of the system with the caller to solve most of their queries through IVR systems which possibly includes automation/integration with any other application as per the requirement. The Call Centre Service Provider shall devise such IVRS which provides options to callers and shall itself solve certain problems/queries of the callers without being re-directing the call to the agents. The overall objective is to make an intelligent IVRS system which attends to queries of the callers and make outbound calls to the various stakeholders.
4. The IVRS shall run on 24 x 7 x 365 basis i.e. round the clock and round the year.
5. Music on hold and ability to upload specific recordings.
6. Call Centre Service Provider shall augment IVRS design workflows from time-to-time to improve caller’s experience. The IVRS may provide the name of the agent to the caller to whom the call is routed. The names need not to be the real names.
7. Call Centre Service Provider shall also provision for outbound calls, through IVRS, for some standardized messages/surveys to be made or to reduce the pendency of outbound calls. Such IVRS calls may also be made on non-working days except national holidays. Additionally, incase NHA desires to conduct certain surveys through IVRS (including capturing any feedback/responses) then the same may be provisioned in IVRS at no extra cost to NHA.

8. Direct routing of calls to the agents shall be done through IVRS as each call shall land at IVRS only at the first instance.
9. The solution must also provide for missed call facility and should have the capability to obtain the appropriate phone number to be contacted, and the appropriate time within 24 hours for the call back.
10. IVRS should be able to record caller's feedback on a scale of 1-5 (with 5 being the highest) signifying level of satisfaction of the caller and the same shall be mandatory at the end of each call. Some standardized calls which convey a standard message should be enabled through automated IVRS calls.
11. Auto-recognition of the caller on IVRS should be enabled through some key identifiers like registered contact number.
12. The bidder is responsible for creating the IVR tree structure in collaboration with NHA while following their guidance and obtaining approval. NHA reserves the right to recommend modifications or personalization's to the IVR tree structure, which CCSP must implement within 15 business days without any additional fees.
13. The bidder must have the capability to set up an additional language in the IVR if requested by NHA.
14. The bidder must possess the capability to set up essential messages on the IVR system during the wait time, without imposing additional charges. NHA shall approve the message's content and duration.
15. IVRS should have the ability to transfer calls within the processes as requested by the caller or as required as per the process without any additional cost to NHA. For example, ABDM to PMJAY or PMJAY to ABDM, and so on.

4.2.1.2.3 Customer Relationship Management (CRM) and Software Solution-

The Call Centre Service Provider shall provision for a CRM and Software solution for the NHA call center which meets the below requirements-

1. To build and deliver services for the envisaged call center.
2. Must provide automated call capture. The solution must provide for all features in an automated way with the agent need not do anything manually except for answering calls and taking notes.
3. Automated call distribution (ACD) (including quality monitoring tool) with intelligent routing features to various agents once the caller requests to direct the call to agents on IVRS. It is clarified that call routing to various agents must be based on algorithms and not on manual interventions. It must be able to distribute calls to all the agents in an equitable way and not just to one or two.
4. Access to quality monitoring tool (in ACD) to be provided to NHA officials.
5. Must provide access to application interface to various agents.
6. It should enable geo-location facility which automatically identifies the caller by location.
7. Call data management- the solution must have the capability to capture every detail related to a call like a caller's information and other call data from each incoming or outgoing call will be and to store the same in the database system.
8. Agents must be able to schedule automated calls.
9. Agents must have access to information and knowledge in real-time to deliver the correct information to callers during calls. The solution must have case management capabilities.
10. Calls should only be enabled on desktops/laptops only and not on mobile phones of the agents.
11. The solution must scale at ease (as and when requested)
12. The solution must provide for 100% call recording.

- a. CCSP must store all call related data (including call recordings) and shall provide uninterrupted support and access to record and information to NHA.
 - b. NHA shall have full access rights to the call records and pull them as and when needed. The CCSP will be able to access the call records only after seeking approval of NHA. No data will be used or taken out for any purpose which is not directly or indirectly connected with NHA call centre operations.
 - c. The call recordings retention period (from the date of call) shall be minimum 3 months (90 Days). Post that CCSP shall either transfer all such data to NHAs Data center (at no extra cost to NHA) or shall purge the data after approval of NHA.
13. Dashboard for call queue (waiting, answered, dropped)

14. Roles based access controls.
15. The solution must have the features which includes agent training programs, knowledge base applications, case tracking and caller history details. Training of every agent (additionally to design user manuals) on the technology solution and how to use
16. Analytics and reporting on data related to calls but not limited to the following-
 - a. Average wait time
 - b. Call hold time
 - c. Call reporting (start and end of call)
 - d. Agent's productivity
 - e. Number of calls missed.
 - f. Duration of calls etc.
 - g. Number of calls resolved by IVRS as First Point of Contact (provided the caller doesn't request for talking to agent (must press 'No' key) and provide feedback for the call as 4 and above on a scale of 1-5)- resolution rate %
 - h. Number of calls resolved by agents as second Point of Contact- resolution rate %
 - i. Average call response time (This is the average time taken by callers waiting in a queue to be attended by an agent or IVRS)- Average Speed of Answer (ASA)
 - j. Average call handling time, (This is the average amount of time during which agents or IVRS work with callers, including actual talk time, hold time and after call work / wrap up time)
 - k. Abandoned call rate (%) (This is the percentage of calls abandoned by a caller when a caller is in agent/IVRS queue)
 - l. Average delay before abandon (This the average time spent by callers in agent/IVRS queue before abandoning calls)
 - m. Repeat call rate (%) (This is the number of calls relating to a previous ticket/complaint number)
 - n. Other reports as per service levels defined in section 8.1.7 and 8.1.8 of the RFP.
17. Lodging of grievance/L2 cases in the NHA system, close looping of the cases as & when required, reports as per NHA formats periodically.
18. The software should be capable to record all call history and can be shared with NHA periodically.
19. For all service requests and complaints, a distinct identification or ticket number will be created and monitored until they are resolved.
20. When submitting a complaint or request, it is advisable to send an SMS to the number of the person who called, featuring a distinct identification or ticket number. SMS also need to be sent to the callers to provide useful information/URLs to access – eligibility portal, videos on the process of creating Ayushman cards, list of empaneled hospitals etc.
21. The advisors should be responsible for gathering pertinent details from callers to document communication. This process should work in conjunction with necessary NHA applications.
22. The bidder shall provide NHA with all the data of this application as and when required by NHA or as per the decided frequency.
23. The software must be compatible with the CTI and capable of retrieving IVR usage data from callers, such as selected options and entered details, starting from when the customer reaches an advisor.
24. The CCSP shall be required to integrate its CRM and/or other tools with the helpdesk tool provisioned by NHA or its authorized Agencies such as MSP, CSP etc. at no additional cost.
25. CCSP shall also be able to integrate its CRM with IT infrastructure provisioned at NHA so that the data captured through the application can flow into NDWH (National Data Warehouse) which NHA can retrieve

anytime for generating different reports/dashboards.

26. It is also to be noted that NHA, may at any time by giving a reasonable notice period, ask the CCSP to replace the CRM provided by the CCSP with any other CRM (provided by NHA). In such cases, NHA shall have the right to de-scope the CRM of CCSP for the balance period.
27. The CCSP shall also be responsible for integrating the new CRM (one which replaces the CRM provided by CCSP) with the entire call center ecosystem including the helpdesk tool of NHA's vendors, at no additional cost.
28. CCSP to implement all CRM changes/customizations as needed, for example, after the launch of any new process or in the case of any changes/updates required for an existing campaign.
29. It should be noted that the software should be capable of meeting any other demand by NHA that is not clearly listed in the above scope of work relating to CRM & software solution. For example, adding any L1 omnichannel assistance such as chats, automation emails, social media help, and so on.

4.2.1.3 Human Resource Requirements

The Call Centre Service Provider to deploy adequately skilled and trained human resources for answering calls, to provide a consistent and high-quality experience. To ensure this NHA would expect the Call Centre Service Provider to deploy below resources but not limited to -

1. Executives/ Senior Executives
2. Team Leads
3. Operations Manager
4. Project Director
5. Trainers
6. Training Manager
7. Quality Analysts
8. Quality Manager
9. IT Security Manager

The Call Centre Service Provider is required to do the resource planning and resource deployment while maintaining the minimum qualification as mentioned in the table below:

Note-

1. Additionally, two (2) resources (Senior Executives) need to be provisioned for delivering the scope of work related to emails. The cost of these two resources needs to be built into the commercial rates quoted by the bidder as part of its commercial bid and will not be paid separately. The deployment of these resources at NHA or CCSP's site shall be as decided by NHA.
2. All resources must have basic computer knowledge i.e. ability to use computer, MS word, MS excel, understanding of IT applications, CRM etc. The following are minimum resource requirements that the bidder to provide for NHAs processes mentioned in this section-

#	Resource Type /Profile	Minimum Qualification	Minimum Experience
---	------------------------	-----------------------	--------------------

1	Executive	<ul style="list-style-type: none"> ● Graduate/Undergraduate (Undergraduate can only be up-to 30% of total Executives and Sr. Executives) ● Ability to speak English and Hindi proficiently and the regional official languages as may be specified by NHA 	<ul style="list-style-type: none"> ● Minimum 06 months experience in contact center/BPO operations
2	Senior Executive	As above	<ul style="list-style-type: none"> ● Minimum 1 year experience in contact center/BPO operations
3	Team Lead	<ul style="list-style-type: none"> ● Graduate Ability to speak English and Hindi proficiently and the regional official languages as may be specified by NHA 	<ul style="list-style-type: none"> ● Team Lead - Minimum 1 years' experience in contact center/BPO operations as Team Lead
4	Operations Manager	<ul style="list-style-type: none"> ● Graduate Ability to speak English and Hindi proficiently and the regional official languages as may be specified by NHA 	<ul style="list-style-type: none"> ● Manager – Minimum 2 Years' experience in directly managing teams of large (more than 100 agents) call center projects- minimum 2 projects as a Manager
5	Project Director	Graduate/ Post-graduate in management/MBA	<ul style="list-style-type: none"> ● Minimum 10 years' experience in contact center/BPO operations ● Experience in directly managing teams of large (more than 200 agents) call center projects- minimum 05 projects
6	Trainer	<ul style="list-style-type: none"> ● Graduate Ability to speak English and Hindi proficiently and the regional official languages as may be specified by NHA 	<ul style="list-style-type: none"> ● Trainer - Minimum 1 years' experience in contact center/BPO operations as a Trainer
7	Training Manager	Must be a graduate or higher in any discipline must be trained on COPC (or similar) methodology	<ul style="list-style-type: none"> ● Minimum 2 years' experience in delivering training capacity building (on client's business) in contact center/BPO operations
8	Quality Analyst	<ul style="list-style-type: none"> ● Graduate Ability to speak English and Hindi proficiently and the regional official languages as may be specified by NHA 	<ul style="list-style-type: none"> ● Quality Analyst - Minimum 1 years' experience in contact center/BPO operations as a Quality Analyst
9	Quality Manager	Graduate/ Post-graduate	<ul style="list-style-type: none"> ● Minimum 2 years' experience in leading quality function in contact center/BPO operations

10	IT Security Manager	B.E./B.Tech (Computer Science/IT)	<ul style="list-style-type: none">• Minimum 6 years' experience in IT security
----	---------------------	-----------------------------------	--

3. CVs of all resources deployed in the process along with summary sheet of Qualification and experience will be shared with NHA at start of the process.
4. The resources deployed for NHA processes should be on-roll employees of the Call Centre Service Provider. In case any contractual employee is engaged due to any constraints, then the contract period must be for 1 year or above.
5. Thereafter, on each replacement in the process, CV must be shared with NHA.
6. NHA reserves the right to interview and approve/reject the candidates.

Ratio of staff members-

The criteria for providing various resources as stated above is-

1. Executive and Senior executive shall be in the ratio of 1:1 (no direct reporting)
2. One Team Leader for every 15 executive/senior executives or part thereof
3. One Operations Manager for every 8-10 Team Leads or part thereof.
4. One Project director for every 40 Team Leads.
5. One Quality Analyst for every 30 executive/senior executives or part thereof.
6. One Quality Manager for every 20 Quality Analysts or part thereof.
7. One Trainer for every 60 executive/senior executives or part thereof.
8. One Training Manager for every 10 Trainers or part thereof.
9. One IT Security Manager for the project (Bidder may be required to increase the team size, under the IT security manager, as per the need of the project).

Note: Please note that this ratio is only indicative in nature and the CCSP shall be assessed on the basis of the SLAs defined under this RFP. Hence any necessary changes required in this regard shall be the responsibility of the selected CCSP.

Additional Terms and Conditions-

1. Call Centre Service Provider needs to ensure the optimum no. of resources in the ratio and organization structure as suggested above to ensure smooth operations at no extra cost.
2. All executives/senior executives ('Agents') shall handle all the incoming/outgoing calls/queries/complaints etc. received at NHA call center, however depending upon the requirement from NHA's end, the Call Centre Service Provider shall have to provide group of skilled Ex./Sr Ex. as per NHA's requirement, i.e. specialized 'Agent Groups' handling different set of queries/complaints for different categories/Campaigns.
3. All resources involved with NHA call center operations will adhere with NHA's security guidelines. Call Centre Service Provider shall keep NDA or Background check records of each employee. NHA may seek these records for inspection, anytime during the contract.
4. Call Centre Service Provider to propose resources to be deployed on the project. Once the resources are approved by NHA then only the same shall be deployed on the project. All proposed CVs must be duly signed by the Head of Human Resources of the Call Centre Service Provider and shall be shared with NHA 48 hours prior to their deployment in the format prescribed by NHA.
5. NHA reserves the right to ask to replace any resource, any-time during the execution of project, to

which the Call Centre Service Provider shall always comply with, at no additional cost to NHA.

6. Different profiles need to be proposed against different roles. All resources proposed by the bidder must be deployed on the project. NHA reserves the right to interview resources proposed by the Bidder.
7. NHA does not encourage replacement of resources unless it has been explicitly asked for by NHA. If, however, due to some pressing needs, the Call Centre Service Provider proposes a replacement of resource, the proposed resource shall have similar/ better profile as compared to the resource being replaced with regards to Academic Profile, Relevant Work Experience and Relevant Technical Expertise.
8. The resources proposed shall necessarily be Indian citizens. The Call Centre Service Provider shall undertake necessary due diligence to ensure that the personnel deployed have a high level of integrity and high standard of trustworthiness.

4.2.1.4 Psychometric Tests

1. Bidder to engage a specialized agency to deliver the scope in this section (also refer section 5.6 of this volume of the RFP).
2. The psychometric tests must aim to discover & train a CCE to become an individual who has a warm and friendly attitude, respectful, responsible behavior, and the capacity to manage the needs of a wide range of callers.
3. Desired skills- According to the role of the call center agent as described above, each agent must necessarily possess following skills-

a) Cognitive skills

- i. Problem solving
- ii. Attention to detail
- iii. Language abilities

b) Interpersonal skills

- i. Patience
- ii. Empathy
- iii. Helpfulness
- iv. Responsibility

Psychometric tests & deployment of Sentiment analysis tools

1. Call center service provider shall be responsible for conducting Psychometric tests at the time of hiring & selection of CCEs. 100% of the hiring of CCEs to be done through the psychometric tests. Scores of the selected CCEs will be shared with NHA and records maintained in HR file.
2. On an ongoing basis (frequency suggested – Monthly) Sentiment analysis tool to be used to conduct assessments for agents deployed in NHA process. Sentiment analysis must be done for CCEs for atleast 25% of the calls done by each CCE during the assessment period. Outcomes of the sentiment analysis

tool will be in form of a written interpretation provided to CCEs and his Operations lead, incorporating feedback from the tool. This process must be carried out periodically.

3. All reports submitted to NHA along with development action taken report. Replacement of CCEs must be done, who are not assessed as satisfactory for consecutively 2 times as per the test report within 15 days of generation of the 2nd report.
4. NHA should be given complete access to results real-time test results.

4.2.1.5 Training

Orientation Workshop by NHA

1. An initial briefing/orientation workshop shall be conducted by NHA either at NHAs premises or through electronically or at Call Centre Service Provider's premises to provide process training related to scheme, NHAs eco-system. The Call Centre Service Provider shall be required to identify master trainers who shall attend such training. Below is the tentative agenda of the training: -
 - a. Introduction to schemes information.
 - b. Possible complaint types and its resolution.
 - c. Portability Issues and other related issues
2. The orientation workshop will help the Call Centre Service Provider for smooth roll out of the initial batches and shall also help Call Centre Service Provider in designing IVRS as per requirement. Thereafter, based on the workshop, NHA Training Module the Call Centre Service Provider is expected to develop a training module & a test process for on-boarding of future resources and submit the same to NHA for review and approval within one calendar month of go-live date.
3. NHA will review and approve the training module and the test process. In case of any changes suggested by NHA, changes shall be incorporated and submitted to NHA within 15 days from the date of suggestion. It should be revised and submitted for approval every quarter. Standard Response templates (SRTs) may require to be changed very frequently which will be communicated to Call Centre Service Provider on need basis. Subsequently, Call Centre Service Provider shall update the training modules and impart internal trainings to Agents on the floor.

Resources Training

1. The Call Centre Service Provider shall be responsible for conducting scheme specific resource on-boarding training. This training shall include training of Applications/tools, basic call handling skills, NHA's ecosystem specific knowledge & services, soft skills, etc.
2. The Call Centre Service Provider is also expected to evaluate each trainee's performance through appropriate test process & mock calls certification process as approved by NHA. The resources clearing the training evaluation test shall be forwarded for on-job training. The period for on-boarding training should be at least 7 working days. The Call Centre Service Provider is required to maintain the results and evidence of training evaluation test and evidence for attending training for each trainee and make them available to NHA or third-party auditors as and when requested by NHA. At no time, any resource not clearing the evaluation test should be deployed to the NHA's project.
3. An agent should receive sufficient training facilities on NHA Business processes and guidelines, which should include access to appropriate rooms furnished with whiteboards, projectors, and other essential equipment.
4. Training material to be approved by NHA and LMS to be used for all training.
5. Mandatory 7 days process training at time of joining.

6. Cross training of resources between multiple processes can only be initiated with NHA's approval, if required.
7. On-Job-Training of 15 days to be conducted
8. Refresher training to be conducted fortnightly mandatorily.
9. Attendance sheet and scores maintained for audit by NHA.

On-Job Training (OJT)

1. The Call Centre Service Provider shall also be responsible for providing on-job training to resources qualifying the training evaluation test.
2. The period for on-job training for each resource should be of at least 15 days post clearing the training evaluation test. During the on-job training, it is mandatory that the Ex/Sr. Ex handle live calls at least for 2 hours every day.
3. The number of people hired as per process requirements, along with Attrition replacements will be part of the 15 days OJT program. This program ends in final certification of the agent to attend calls independently.

Refresher Training

1. Fortnightly refresher training shall be conducted by CCSP process trainers, based on the training need identified of the agents (Queries received, Areas where agents find it difficult to answer, process updates received from NHA). Each session shall end with a brief assessment. Record of attendance & assessment scores to be maintained for audit purposes by NHA.
2. As and when new process updates are available, NHA may conduct re-fresher training for the Call Centre Service Provider's resources deployed on this project. The refresher training will be on a Train the Trainer basis.
3. If the training is organized at NHA's offices, the trainees of the Call Centre Service Provider are required to travel to NHAs office (cost to be borne by the Call Centre Service Provider). NHA will try to intimate the Call Centre Service Provider at least 7 days prior to training date, for necessary travel arrangements.
4. It is clarified here that NHA shall not make any additional payment in respect for any travel made for this purpose.
5. As and when new process updates are available, all Ex./Sr. Ex.'s are required to mandatorily complete the refresher training resource within a weeks' time. The Call Centre Service Provider shall provide an undertaking to NHA post completion of training of all agents.

Note – All training results to be shared with NHA on regular basis.

4.2.1.6 Quality Assurance

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

1. Monitoring at-least 15% calls of all Ex./Sr Ex. during on-job training period.
2. Monitoring the performance of CCEs and Sr. CCEs on the basis of pre-approved Quality Template

reviewing 5% of the total monthly calls done (Inbound + Outbound) by CCE/Sr. CCE

- 3 Reviewing at-least 50 calls per Ex. and Sr Ex. per month. Reports are to be sent to NHA on a weekly/monthly basis.
- 4 Providing feedback and executing Continuous Improvement Plan (CIP) in order to exceed the target service levels mentioned in this RFP.
- 5 Regular improvement status will be monitored by CCSP quality team and the intimated to respective stake holders including NHA.
- 6 Actions shall be initiated on defaulters according to the guidelines. Performing root cause analysis for repeated failure in service delivery and sharing the report for the same with NHA.
- 7 Providing help in enhancing the existing training modules, frequently asked questions, etc. that help improves in-house operations as well as provide analysis for NHA Eco-system partners.
- 8 The Quality template having specific quality parameters will be shared with the Call Centre Service Provider only.

4.2.1.7 Reporting and Analytics

1. Call Centre Service Provider shall provide a Reporting/Analytics team to prepare performance dashboard of the call center operations, this shall include (but not limited to) all service level parameters mentioned in this RFP. This reporting/MIS team may or may not be dedicatedly assigned for NHA operations.
2. Access to all dashboards shall be provided to NHA officials.
3. The first cut of the performance dashboard shall be prepared and submitted to NHA for review and approval within 15 calendar days from the date of go-live. The first cut of the performance dashboard shall contain all the operational service levels mentioned in this RFP (refer section 8.1.7 and 8.1.8).
4. NHA shall provide the feedback and suggestions within 7 working days of submission of the performance dashboard.
5. The performance dashboard should be finalized within 20 days from the date of NHA's feedback and expectations.
6. In addition, this team should also be capable of generating Ad-hoc/customized reports/ MIS as per NHA's requirement.
7. The report format shall be flexible and shall be made available either in excel, pdf, txt or any other user-friendly structure/format on the request of NHA from time to time. The report should be configurable to be e-mailed to a defined mailing list.
8. CCSP should be able to analyze the call recordings and provide the dashboard of trending words fortnightly or as per NHA requirement.
9. Detailed BCP Plan and Quarterly audit of BCP by NHA IT and Call center team
10. SLA Dashboards showing the variance from contracted levels of performance
11. CCSP should be able to provide an Online Dashboard (using Power BI, Tableau or any other application/technology) showcasing the performance for different Inbound/Outbound campaigns with National/State Level view as needed by NHA
12. Operational review findings and process recommendations
13. Overall responsiveness of the call center to address strategic issues identified in previous reviews.
14. NHA shall further have the right to ask the CCSP to develop reports that enable easier review of performance, invoices etc.

4.2.2 Security Requirements for Call Center

As part of this project, the Call Centre Service Provider is required to address basic security hygiene in its infrastructure to ensure confidentiality, integrity and availability of NHA related data processed by the Call Centre and other confidential information of NHA. The Call Centre shall take all reasonable measures to ensure the confidentiality, integrity and availability of caller and NHA information available with the Call Centre. This includes having an appropriate governance structure, policies, procedures etc. to ensure that Information security is maintained at all times by the Call Centre. Detailed requirements are provided in annexure VII of this RFP.

1. The end user computing devices (laptops / desktops) should have appropriate security solutions such as (Anti-Virus – Anti Malware etc.) to avoid security breach.
2. All assets used by Call Centre (business applications such as Phone, operating systems, databases, network etc.) for the purpose of delivering services to NHA under this project shall be identified, labelled and classified.
3. List of authorized personnel having access to NHA resources shall be maintained, updated and shared with NHA on a quarterly basis.
4. Only authorized individuals shall be provided access to information assets processing such as CRM, other applications, call recordings etc.
5. Call Centre facility or area used for calling or taking calls from the beneficiary, citizen or any stakeholder shall be restricted with electronic access control and access shall be provided on the need basis and least privilege based on approval.
6. Periodic reconciliation of various access (logical and physical) shall be performed by Call Centre
7. The Call Centre Service Provider shall conduct background checks for its entire staff working in this assignment. Background checks should cover at least verification of following – education qualifications, criminal record, employment history etc. Call Centre Service Provider shall share the results of background check with NHA within a maximum period of 15 days of such resource onboarding.
8. All staff shall sign a confidentiality agreement/NDA.
9. Periodic Information security training shall be provided to all the staff members. This must cover various security requirements.
10. Secure connectivity shall be established between Call Centre and DR
11. All systems including desktops, laptops, servers, network devices etc. used for providing services shall be hardened as per the industry best practices such as CIS Benchmarks. Only licensed IP phones shall be installed in the Call Centre infrastructure.
12. Call Centre Service Provider shall ensure that the latest patches are installed on all the information assets. The patch management process shall be defined and documented by Call Centre Service Provider.
13. Anti-virus software must be installed on all systems used to. Virus definitions shall be updated on a daily basis from the Anti-virus server and daily scans shall be run on the systems.
14. Security policies such as strong password, password history, password expiry, system login timeout, no admin access, screensaver etc. shall be applied as per NHA policy and specifications issued from time to time. Active Directory or similar system shall be used to automatically enforce security policy on all systems.
15. Network, operating system, database, application, configuration reviews and other information

- security assessment shall be carried out annually and/or during a significant change in the Call Centre ecosystem by an independent third party and results will be shared with NHA.
16. Call logs of the critical user-activities, exceptions and security events shall be enabled and stored to assist in future investigations and access control monitoring.
 17. Call barge in facility shall be disabled by default on all phones. Only specific phones that may require barge in facility for quality monitoring purposes shall have call barge in facility enabled only after business and risk team approvals.
 18. Identity Information shall not be stored on the workstation and in case if it is required then Call Centre Service Provider shall ensure that the identity information is encrypted using strong cryptography controls.
 19. Call recordings with caller identity information shall be encrypted.
 20. End to end security testing of the applications used by the Call Centre shall be provisioned by the Call Centre Service Provider. The testing results shall be shared with NHA periodically.
 21. The Call Centre Service Provider shall get its operations audited by an information systems auditor certified by a recognized body under the Information Technology Act, 2000 and furnish certified audit reports to the Authority, upon request or at time periods specified by the Authority.
 22. NHA shall reserve the right to audit systems and processes of the Call Centre on an annual basis and/or need basis to ensure compliance with stipulated security policy published time to time, but not limited to this document. The audit plan shall include information security and technical testing controls required to protect NHA information assets. NHA shall share the findings of the audit with the Contact Centre.
 23. If any non-compliance is found as a result of the audit, the Call Centre shall:
 - a. Determine the causes of the non-compliance.
 - b. Evaluate the need for actions to avoid recurrence of the same.
 - c. Determine and implement corrective action.
 - d. Review the corrective action taken.
 24. Call Centre and their partners shall ensure compliance to all the relevant laws, rules and regulations, including, but not limited to, ISO27001: 2013, Information Technology Act 2000 and 2008 amendments and other prevailing laws.
 25. Call Centre Agents shall ask minimum data, relevant to Call Centre operation from the caller. Agents must not collect any information from the caller which is not relevant to the operations. Agents must be aware of information that needs to be asked from caller depending on the various call types.
 26. The Call Centre Service Provider's facility, infrastructure and ecosystem shall be subjected to the requirements under the information security policy of NHA.
 27. The broad guidelines have been included in **annexure VII** above of this Section and detailed guidelines will be shared with the Call Centre Service Provider for compliance.
 28. CCSP shall be responsible for incorporating any inputs/corrections identified as a result of internal/external audits whether conducted by itself or by NHA independently, at no additional cost.
 29. **Remote Work Security:** The Service Provider must ensure that all employees while working from home (under BCP etc.) adhere to strict security protocols. This includes, but is not limited to, secure network connections (e.g., VPN), use of company-approved software and devices, regular updates and patches, and adherence to the company's data privacy policies. Employees should be trained on recognizing and avoiding potential security threats, such as phishing attempts. The Service Provider must also have a process in place for promptly reporting and responding to any security incidents.

30. **Access Control:** Access to customer data should be strictly controlled and limited to authorized personnel only. The service provider should maintain a record of all individuals who have access to the data. Service provider shall provide Access control matrix along with segregation of duties.
31. **Security Measures:** The service provider should implement robust security measures to protect the integrity and availability of the services. This could include firewalls, intrusion detection systems, and regular security audits.
32. **Data Security:** The Service Provider must implement robust data security measures to protect all customer data from unauthorized access, use, disclosure, alteration, and destruction. These measures should include, but not be limited to, encryption of data at rest and in transit, use of secure networks, and regular security audits.
33. **Data Retention and Destruction:** The service provider should agree to retain customer data only for as long as necessary to provide the services. Upon termination of the agreement, they should securely destroy all customer data.
34. **Data Protection and Privacy (DPDP):** The Service Provider must adhere to the principles of data protection and privacy, ensuring that all customer data is processed lawfully, fairly, and transparently. They must respect the rights of data subjects, including the right to access, correct, and delete their data.
35. **Subcontracting:** If the service provider intends to subcontract any of their obligations, they should obtain your prior written consent. Any subcontractors should be required to comply with the same security and privacy obligations.
36. **Dedicated Network Infrastructure:** The Service Provider must establish and maintain a dedicated subnet/network infrastructure for the handling of the NHA's data. This infrastructure must be logically and physically separate from other networks to ensure the integrity and security of the data.
37. **Personally Identifiable Information (PII) Protection:** The Service Provider must implement stringent measures to protect Personally Identifiable Information (PII) in accordance with applicable laws and regulations. This includes, but is not limited to, data minimization practices, anonymization or pseudonymization of data where possible, and secure data handling procedures. Any access to, use of, or sharing of PII must be done on a need-to-know basis and must be fully documented and auditable.
38. **Audit Trails:** The Service Provider must maintain comprehensive and secure audit trails for all activities involving access to, use of, or sharing of customer data. These audit trails must be retained for a period defined by the company or as required by applicable laws and regulations, whichever is longer. The company reserves the right to review these audit trails at any time, with or without notice, to ensure compliance with the contract and applicable laws.

4.2.3 Integration with SMS and e-Mail gateway

Replying to in-bound emails and responding through SMS shall be an integral part of scope under this RFP. SMS and e-mail gateway are available at NHA. The Call Centre Service Provider is required to integrate with these existing services with any applications like CRM etc. as needed.

- a) SMS
- b) Email

5 Instructions to Bidders

5.1 Objectives of this RFP

The National Health Authority (hereinafter to be referred as NHA), through this RFP, invites Proposals from reputed firms (hereafter referred as 'Bidders') which meets the evaluation criteria and can deliver the scope specified in this RFP.

5.2 General

1. While every effort has been made to provide comprehensive and accurate information about requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements specified in the RFP.
2. The requirements of the RFP shall prevail over any information in the Bid. However, all information supplied by the successful bidder will be treated as contractually binding on the bidder.
3. This RFP supersedes and replaces any previous public documentation and communications, and bidders should place no reliance on such communications.
4. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NHA.
5. NHA may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of NHA.
6. This RFP document is non-transferable.
7. The RFP should not be used to market the bidder's product or services.

5.3 Availability of RFP Document

NHA has published the RFP on -

- a. Website of PM-JAY (www.pmjay.gov.in)
- b. Central Public Procurement Portal (www.eprocure.gov.in)
- c. ABDM website (www.abdm.gov.in)

5.4 Bid Security Declaration

1. The Bidders shall submit a Bid security Declaration along with their bids.
2. Bids submitted without the Bid Security Declaration or conditional Declaration, will be liable for rejection without providing any opportunity to the bidder concerned.
3. Bid Security Declaration must remain valid for at least 45 days beyond the final bid validity period and should be extended in the event the last date of bid validity is extended.
4. In case the Bid Security Declaration is not received within the stipulated deadline (provided in section 2 (Fact Sheet)) then NHA reserves the right to forthwith and summarily reject the proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.

5.5 Bid Preparation Costs

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal and in providing any additional information required by NHA to facilitate the evaluation process.
2. NHA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
3. This RFP does not commit NHA to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.
4. All materials submitted by the bidder will become the property of NHA and may be returned completely at its sole discretion.

5.6 Consortium and Sub-Contracting

Bidding as a consortium is **not allowed** for implementation of any component under the scope of this project. However, the bidder may/shall use the **services of sub-contractors** to leverage their specialized experience in respect of selected tasks/areas as defined below-

1. Areas of mandatory sub-contracting

- a. Bidder to mandatorily sub-contract a reputable and specialized agency to deliver scope of work specified in section 4.2.1.4 (psychometric tests). The tools/technologies for Psychometric testing and Sentiment analysis be also covered. Additionally, the sub-contracted agency must meet the following criteria (details to be shared along with the pre-qualification bid of the bidder)-

#	Criteria	Documentary proof
1.	The sub-contracted agency should have average annual turnover of ₹ 5,00,00,000 in each of the last three financial years (Financial years 2020-2021, 2021-2022, 2022-2023)	Copy of the annual audited financial statements (AFS). AFS copy should have Auditor's Name, Certificate of Practice No. and signature on the statements (Balance sheet/ P & L etc.). No website download or link to be provided. AND Statutory auditor's certificate of the sub-contracted agency clearly specifying the turnover (from voice operations) from the stated criteria ONLY for the specified years.
2.	The said agency must have at least 3 years of experience in the field of testing (psychometric tests)	A certificate from the Company Secretary of the sub-contracted agency stating the criteria

2. Areas of optional sub-contracting:

- a. Software solution (COTS) proposed by bidder for the below components **ONLY**-
 - i. IVRS technology
 - ii. Cloud Telephony
 - iii. CRM

- b. Criteria mentioned under the previous pointer related to annual turnover and relevant experience in the field will also be applicable for areas of optional subcontracting, if implemented.
3. Sub-contracting would be subject to the following conditions:
 - a. All sub-contracting contracts must be entered into by the bidder.
 - b. The list of all the sub-contractors of the bidder needs to be declared in the technical bid of the bidder.
 - c. No change of sub-contractors by the bidders will be allowed without explicit approval of NHA.
 - d. All sub-contracting arrangements of the successful bidder must be approved by the NHA prior to commencement of services by the service provider.
 - e. NHA also reserves the right to demand a change of sub-contractors if the services of the sub-contractor are not found suitable in the view of NHA, and also to ask the service provider to change the sub-contractor (meeting the required qualifications) which will have to be complied by the service provider (at no extra cost for such change).
 - f. Sub-contracting will not dilute the responsibility and liability of the service provider. The ownership of all delivery, service levels etc. shall be of the service provider.
 - g. The service provider will be responsible for meeting all obligations of its sub-contractors. The bidder will be solely responsible for all acts of its sub-contractors.
 - h. NHA reserves its right to subject the sub-contractors to security clearances as it deems necessary.
 - i. The details of the Sub-Contractor and proposed technology solutions must also be declared in the technical bid/proposal of the bidder along with the required supporting documents/forms specified at Annexure III (Technical Proposal Format).
4. The Bidder will be responsible for:
 - a. The management of its sub-contractors.
 - b. The supply, delivery and installation, commissioning of all products and providing all services as submitted in their proposal.
 - c. Internal arrangement between the bidder and its sub-contractors is left to the bidder, subject to the conditions specified in this RFP. It shall be the responsibility of the bidder to ensure that its sub-contractors are compliant to all the clauses as mentioned in the RFP, failing which bid can be disqualified.

5.7 Debarment from Bidding

1. The bidder shall be debarred if they have been convicted of an offence –
 - a. under the Prevention of Corruption Act, 1988; or
 - b. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

A bidder debarred under Section 5.7 (1) (a) above or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

5.8 Authorized Signatory and Authentication of Bids

The “Authorized Signatory” shall mean the one who has signed the Bid document. The authorized signatory may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case the Bidder shall submit a power of attorney authorizing the person to be authorized signatory or a copy of board resolution.

The power of attorneys/board resolution of the Bidder must be submitted along with the pre- qualification proposal.

5.9 Language

The Proposal must be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is required and should be duly attested by the Bidder. For purposes of interpretation of the documents, the English translation shall govern.

5.10 Complete and Compliant Responses

1. Bidders are advised to study all instructions, forms, requirements and other information in the RFP document carefully. Submission of the proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. The response to this RFP should be full and complete in all respects. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must-
 - a. Include all documentation specified in this RFP.
 - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP.
 - c. Comply with all requirements as set out in this RFP.

5.11 Late Bids

1. All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in section 2 (Fact Sheet). The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail/manually etc. shall not be considered. No correspondence will be entertained on this matter. NHA shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. NHA reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
2. Given that the bid submission has to be made electronically on CPPP, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles. NHA shall not entertain any bids which could not be submitted properly for whatsoever reasons.
3. NHA may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum/corrigendum (on CPPP) or by intimating all bidders, in writing or through e-mail. In such case all rights and obligations of NHA and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

5.12 Proposal Submission Format

The entire proposal shall be strictly as per the format specified in this RFP and any deviation may result in the rejection of the RFP proposal. Refer Section 6.4 (Bid Submission Format) for the format for Proposal Submission.

5.13 Amendment of the RFP

At any time prior to the deadline for submission of the proposals, NHA, for any reason, may modify the RFP by amendment/corrigendum and it shall publish the same on CPPP. Such amendments shall be binding on the Bidders. Bidders are requested to regularly visit CPPP and check for themselves regarding any addendum/corrigendum issued to the RFP. NHA shall, in no way, be responsible for any lapse of

information on part of the concerned bidder(s) for non-checking the CPPP for RFP related updates/information.

5.14 Bid Validity

Bids must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids. NHA may request the Bidder(s) for an extension of the period of validity of the bids which may suitably be extended post such requests. The validity of the EMDs as requested in Section 5.4 (Bid Security/ EMD) should also be suitably extended if called upon to do so by NHA.

5.15 Right to the Content of Proposal

All bids and accompanying documentation of the bid proposal will become the property of NHA and will not be returned after opening of the bid proposals. NHA is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. NHA shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

5.16 Disqualification

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

1. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal.
2. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid.
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
4. The Proposal is received in an incomplete form.
5. The Proposal is received after the due date and time.
6. The Proposal is not accompanied by all the requisite documents.
7. The Proposal is submitted with lesser validity period and lesser EMD validity period.
8. The information submitted in the technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
9. The commercial proposal is enclosed within the technical proposal or other Proposal or vice-versa.

5.17 Confidentiality

Information relating to the examination, clarification and any other purpose of the RFP shall not be disclosed to any persons not officially concerned with such process until the process is over. Undue use of confidential information related to the process by any firm may result in rejection of its proposal.

5.18 Fraud and Corrupt Practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the NHA shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the selection process. In such an event, NHA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD and/or PBG, as the case may be.
2. Without prejudice to the rights of NHA under clause above and the rights and remedies which the NHA may have under the Agreement, if a Bidder is found by NHA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by NHA during a period of 3 years from the date such Bidder is found by NHA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. "Corrupt Practice" means
 - I. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NHA who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NHA shall be deemed to constitute influencing the actions of a person connected with the selection process); or
 - II. save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of NHA in relation to any matter concerning the Project;
- b. "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process.
- c. "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process;
- d. "Undesirable Practice" means

- i. establishing contact with any person connected with or employed or engaged by NHA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or
 - ii. having a Conflict of Interest; and
- e. “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

5.19 Right to Terminate the Process

1. NHA may terminate the RFP process at any time and without assigning any reason. NHA 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 NHA. The bidder's participation in this process may result in short listing the bidders.

5.20 Conflict of Interest

1. The Bidder shall not have a conflict of interest that may affect the selection process (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NHA shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the NHA for, inter alia, the time, cost and effort of the NHA including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the NHA hereunder or otherwise.
2. NHA requires that bidders provide professional, objective, and impartial services and at all times hold the NHA’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidders shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NHA.

Without limiting the generality of the above, the Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) The Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
- b) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- c) Such Bidder has a relationship with another Bidder, directly or
- d) through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Proposal of either or each of the other Bidder; or
- e) There is a conflict among this and other assignments of the
- f) Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidders will depend on the circumstances of each case. While providing services to the NHA for this particular assignment, the bidders shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- g) A firm hired to provide similar services for the preparation or implementation of a project, and its members or associates, will be disqualified from subsequently providing goods or works or services related to the same project;

A Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 24 months from the completion of this assignment; provided further that this restriction shall not apply to services performed for the NHA in continuation of this project or to any subsequent services performed for the NHA where the conflict of interest situation does not arise.

In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders for the Project, they shall make a disclosure to the NHA as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The NHA shall, upon being notified by the bidder under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.

5.21 NHA's right to accept or reject any or all proposals

NHA reserves the right to accept or reject any proposal, and to annul the tendering process /Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Purchaser action.

6 Bidding Process

6.1 Pre-Bid Queries

Any clarification (pre-bid query) regarding the RFP can be submitted to NHA as per the submission mode and timelines mentioned in section 2 (Fact Sheet) of the RFP. The pre-bid queries must be submitted in the format as mentioned in Annexure I (Template for Pre-Bid Queries) of this RFP, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the due date and time mentioned in the fact Sheet shall not be entertained by NHA. Further, NHA reserves the right to issue or not issue any responses/clarifications/ corrigendum at its own discretion.

6.2 Pre-Bid Meeting

NHA will organize a pre-bid meeting with the prospective bidders as per details provided in section 2 (Fact Sheet) and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-bid queries after the pre-bid meeting as mentioned in the Fact Sheet. Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the

commencement of the pre-bid Conference.

1. The representatives of the interested organizations shall attend the pre-bid conference at their own cost.
2. Only persons, duly authorized by the interested organization, will be allowed to participate in the pre-bid conference. A maximum of four (4) representatives shall be allowed to attend the pre-bid conference.
3. The authorized signatory of the bidder shall indicate to NHA the names of the individuals who will be attending the pre bid conference on behalf of the interested organization via an e-mail to procurement.division@nha.gov.in
4. The authorized representatives of the bidder as specified in point 3 should carry a valid proof of identification for verification before the commencement of the pre-bid conference.

6.3 Responses to Pre-Bid Queries and Issue of Corrigendum

1. NHA will endeavor to provide timely response to all the queries. However, NHA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.
2. At any time prior to the last date for receipt of bids, NHA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document. Any modifications of this RFP, which may be necessary as a result of the pre-bid conference or for any other reason, shall be made available by NHA exclusively through a corrigendum/addendum. Any such corrigendum shall be deemed to be incorporated into this RFP.
3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on CPPP.
4. In order to provide prospective bidders reasonable time for taking the corrigendum into account, NHA may, at its discretion, extend the last date for the receipt of RFP Proposals.

6.4 Bid submission format

1. A two staged bid system will be followed for this RFP with least cost system i.e. L1 based selection criteria. The bids to be submitted by bidders in four covers on CPPP are –
 - I. Bid Security Declaration
 - II. Pre-Qualification Bid
 - III. Technical Bid
 - IV. Commercial Bid

The bid response of the Bidder to be submitted and uploaded on CPPP against this RFP.

The bids are to be submitted electronically on CPPP on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.

This RFP process will be administered through the CPP portal. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC) of the officer duly authorized to submit the bid. The bidders are required to enroll on the e-procurement module of the CPP portal. Enrolment on the CPP portal is free of charge. Detailed instructions, FAQ, call center number details are mentioned on CPPP (please visit- <https://eprocure.gov.in/cppp/>) . For understanding, bidders are thus advised to go through such instructions (as published on CPPP) and take necessary assistance through the CPPP call center (if required) in order to properly submit their bids on time.

The Bidder should take into account any Corrigendum to this RFP document that may have been published

before submitting their Proposals.

The Proposal is to be submitted in **four covers** on CPPP as mentioned below-

S. No.	Bid covers	Bid submission
1.	Bid Security Declaration	Scan copy to be uploaded on CPPP and original to be submitted to NHA office on or before end date of the bid submission date as per CPPP)
2.	Pre-qualification bid	To be uploaded on CPPP
3.	Technical bid	To be uploaded on CPPP
4.	Commercial bid	To be uploaded on CPPP

The contents of the bids should be as under-

S. no.	Document Name	Contents
1.	Bid Security Declaration	a) Scan copy of Bid Security Declaration (Original Bid security Declaration to be submitted in asealed cover at NHA office on or before end date of the bid submission date as per CPPP).
2.	Pre-qualification bid	a) Pre-Qualification Proposal as per section 7.2.1 (Pre-Qualification Criteria) along with the specified documents/Forms at Annexure II (Pre-Qualification Proposal Format). b) Checklist of all documents submitted c) Scan copy of signed pre-contract Integrity Pact as per Annexure VI (Pre-contract Integrity Pact)-

S. no.	Document Name	Contents
		(Original signed pre-contract integrity pact to be submitted in a sealed cover at NHA office). d) Power of attorney/Board Resolution as per section 5.8 (Authorized Signatory and Authentication of Bids)
3.	Technical bid	a) Technical Proposal as per section 7.2.2 (Technical Evaluation Criteria) along with the required supporting documents/forms specified at Annexure III (Technical Proposal Format). b) Checklist of all documents submitted
4.	Commercial bid	a) Commercial Proposal as per the required supporting documents/forms specified at Annexure IV (Commercial Proposal Format). b) Check list of all documents submitted

Table 1: Bid submission documents

The response to pre-qualification bid, technical bid and commercial bid (as mentioned in the previous

paragraph) should be uploaded in separate folders on the CPPP.

As part of the bid, bidder should provide one (1) copy of the Pre-qualification bid, and the Technical bid in soft copy (both bids in MS word format and pdf format). In case of any discrepancy, the pdf version shall prevail over the MS word version (The soft copies- PDF to be uploaded in *.rar extension files on CPP portal)

Please note that prices must not be indicated in the pre-qualification bid and technical bid and must only be indicated in the commercial bid. In case any bidder submits prices or any other commercial information in its pre-qualification and/or technical bid then the bids of such bidders will be summarily rejected by NHA.

The pre-qualification bid, technical bid and commercial bid should be complete documents and should be in separate single PDF documents. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFP document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of NHA.

Original Bid Security Declaration and signed integrity pact is required to be submitted manually at NHA's office in a sealed cover and a scan copy of Bid Security Declaration and signed integrity pact needs to be uploaded on CPPP by the bidders. While submitting the original Bid Security Declaration and Integrity pact, the Bid Security Declaration and integrity pact should be placed in a sealed cover and the envelope be super scribed as "Bid Security Declaration and Integrity pact FOR RFP # <.....>, DATED <....>" - along with bidders name mentioned on the cover. Original Bid Security Declaration and signed integrity pact must be submitted on or before the last date of submission at the following address-

Assistant Director (Administration)
National Health Authority
3rd Floor, Tower-I
Jeevan Bharti Building
Connaught Place New
Delhi – 110001

The Bidders are requested to go through the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.

The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.

Each document submitted by the bidder in pre-qualification and technical and commercial proposals must be duly signed by the authorized signatory as per section 5.8 (Authorized Signatory and Authentication of Bids).

6.5 Selection of Bidders

6.5.1 Opening of Proposals

The Proposals will be opened by NHA, on CPPP, in the presence of Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card and a letter of authority from the bidder to identify their bonafide for attending the opening of the proposal.

There will be four bid-opening events

1. Bid Security Declaration check
2. Pre-Qualification Proposal opening
3. Technical Proposal opening
4. Commercial Proposal opening

The venue, date and time for opening the Pre-qualification Proposal, Technical Proposal and Commercial Proposal are mentioned in the Fact Sheet. The Technical Proposals of only those bidders will be opened who clear the Pre-qualification stage and the Commercial proposals of only those bidders who qualify the technical evaluation shall be opened.

6.5.2 Preliminary Examination of Proposals

NHA will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the NHA and shall not be included for further consideration.

Initial proposal scrutiny will be held and the proposals will be treated as non-responsive, if they are:

1. Not submitted in the format as specified in this RFP document;
2. Received without the Power of Attorney/Board Resolution;
3. Found with suppression of details;
4. Submitted with incomplete information;
5. Submitted without the documents required under this RFP;
6. Non-compliant to any of the clauses mentioned in this RFP;
7. Lesser validity period than that prescribed in this RFP.

6.5.3 Clarification on Proposals

During the RFP evaluation, NHA may, at its discretion, ask the Bidder for a clarification of its Proposal. The request for clarification and the response shall be in writing, and no change in the substance of the Proposal shall be sought, offered, or permitted.

7 Evaluation Process and Criteria

7.1 Evaluation Process

After the due date of bid submission, NHA shall open each of the bid proposals of bidders on CPPP in the presence of bidder's representatives present and attending. For the purpose of bid opening and proposal evaluation NHA, may constitute an 'Evaluation Committee', which shall evaluate bidders' proposals and may recommend the final bidder for offering the contract. Various phases related to bid evaluation process are outlined as under-

7.1.1 Stage 1: Pre-Qualification

1. NHA shall first open "Pre-Qualification Proposal" on CPPP. The Pre-Qualification proposal MUST

contain all the documents mentioned in the RFP. Each of the Pre-Qualification conditions mentioned in Section 7.2.1 (Pre-Qualification Criteria) is MANDATORY. In case the Bidder does not meet any one of the conditions, the bid will be disqualified.

2. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP (Annexure II (Pre-Qualification Proposal Format)). A checklist has to be created with proper page-wise indexing of all supporting documents.

7.1.2 Stage 2: Technical Evaluation

1. "Technical Proposal" will be opened on CPPP only for bidders who succeed in Stage 1.
2. NHA will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Proposals that are not substantially responsive are liable to be disqualified at NHA's discretion.
3. The bidder's technical proposal will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 7.2.2 (Technical Evaluation Criteria).

7.1.3 Stage 3: Commercial Evaluation

1. The Commercial Bids of only the technically qualified bidders will be opened by the EC (Evaluation Committee – constituted by NHA).
2. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
3. Any conditional bid would be rejected.
4. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered (As per Annexure IV (Commercial Proposal Format)). The criteria of selection shall be Least Cost i.e. L1
5. The bid price will include all other taxes and levies and shall be in Indian Rupees. Only GST shall be paid by the NHA separately at the rate applicable at the time of invoicing.
6. In case of a tie at L1 then the bidder with higher technical score shall be awarded the contract.
7. If there is a discrepancy between words and figures, the amount in words will prevail.

7.2 Evaluation Criteria

NHA shall evaluate the responses of the bidders to this RFP and scrutinize the supporting documents /documentary evidence. Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection. The decision of NHA in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with NHA. NHA may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or conformations on their proposals. During the Proposal Evaluation, NHA reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. The Evaluation Committee (EC) constituted by the NHA shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section of the RFP. NHA reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification, Technical Evaluation criteria and Commercial Evaluation and the requisite support must be provided by the Bidder.

It is again specified that bidding as consortium and sub-contracting any part of scope or otherwise is not permitted as part of this project/procurement.

The evaluation criteria is as follows-

7.2.1 Pre-Qualification Criteria

The Bidder's pre-qualification proposal will be evaluated as per the criteria specified in this section. Bidder is expected to comply with each of the clauses of the Pre-Qualification criteria to be eligible to be considered for Technical Evaluation. Failure to meet even one of the Pre-Qualification criteria as mentioned below may lead to rejection of the Bid. Definitions of key terms relating to pre-qualification criteria are given below-

*The pre-qualification bid must also include the details asked for sub-contracted agency specified in section 5.6 of this volume of the RFP for para 1 (a) i.e. Areas of mandatory sub-contracting

Term	Definition
Net worth (Consolidated)	Paid-up share capital + Reserves and surpluses (Excluding Revaluation Reserves), as per the latest annual audited financial statement report
Turnover	The total amount of net receipts, from activities in the normal course of business (as per specifications at #5 in the below table), as per the annual audited report
Financial Year	The 12-month period commencing from the 1st day of April of any year and ending on the 31st day of March of the following calendar year.
Auditor	Auditor shall mean the Statutory Auditor of a company/ bidder.
Bid Authorized Signatory	As defined in Indian Companies Act 2013

Sl. No.	Eligibility Criteria	Document Proof
Registered legal entity		
1	<p>The Bidder should be –</p> <ol style="list-style-type: none"> A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013 Registered with the GST Authorities Company should have a valid PAN number The bidder or its wholly owned subsidiary 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 registered itself with Department of Telecommunication (DoT) as call Centre 	<ol style="list-style-type: none"> Copy of certificate of Incorporation along with copy of Memorandum and Articles of Association. Copy of GST Registration certificate issued by GSTN authorities Copy of PAN Card Copy of valid DOT certificate for the proposed sites by the bidder.
Duration of operations		
2	The Bidder should have been in call center operation for a period of at least 3 years (i.e. for FY 2020-21, 2021-22 and 2022-23) in India prior to the date of submission of bid.	Certificate by Bid Authorized Signatory.
Financial Stability		
3	The Bidder should have a positive net worth, in the last 3 FY 2020-21, 2021-22 and 2022-23.	Statutory auditor certificate of Bidder specifying the net worth for the specified year (as per the definition of net-worth specified in the RFP).
4	The Bidder should be a profitable organization (i.e. Profit After Tax (PAT) > 0), in the last 3 financial years i.e. FY 2020-21, 2021-22 and 2022-23	Copy of the annual audited financial statements (AFS). AFS copy should have Auditor's Name, Certificate of Practice No. and signature on the statements (Balance sheet/ P & L etc.). No website download or link to be provided.
5	The Bidder should have minimum annual turnover of ₹ 100 crores from call center voice operations in each of the last three financial years (Financial years FY 2020-21, 2021-22 and 2022-23)	Statutory auditor's certificate of the Bidder clearly specifying the turnover (from voice operations) from the stated criteria ONLY for the specified years.

Sl. No.	Eligibility Criteria	Document Proof
Human Resource Strength and Capability		
6	a) The bidder must have at least-Demonstrated capability of serving customers in Hindi, English and in (9 to 13) multi-lingual official languages (should have delivered at least 10 projects)	Certificate from the bidders Authorized Signatory confirming the same verbatim
	b) Assurance to deploy at least 5 resources, on NHA call center, in each of the vernacular official languages(within 21 days of such request by NHA) viz. - Kannada, Telugu, Tamil, Malayalam, Gujarati, Marathi, Bengali, Odia, Punjabi, Assamese, Nagamese and to further scale-up as required.	Certificate from the bidders HR head confirming the same verbatim
7	The bidder to provide an undertaking that the IVRS system developed/provided by them has a per day capacity of delivering and managing $\geq 1,00,000,00$ (1 crore) number of IVRS Blast Calls (Occasional Campaign base requirement specific to a scheme). These IVRS Blast calls are automated and pre-recorded in nature and do not require a human intervention	Undertaking from the authorized signatory in-verbatim as per the criteria stated
Certifications		
8	The Bidder should have the following valid Certification as on date of submission of the proposal: ● ISO 27001-2013 (upto latest version)	Copy of the valid Certificate issued from the accreditation organization: ● ISO 27001-2013 (upto latest version)
Litigations		
9	The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract	Certificate from the authorized signatory as per the format specified at sub-section 9.2.4 (Form PQ4: Details of Litigation) of Annexure II (Pre-Qualification Proposal Format) of this RFP.
Conflict of Interest		
10	As on date of submission of the proposal, the Bidder should not be involved in any conflict of interest situation.	Undertaking by the authorized signatory as per the format specified at sub-section 9.2.6 (Form PQ6: Format- Undertaking (no conflict of interest)) of Annexure II (Pre-Qualification Proposal Format) of this RFP.
Blacklisting or Banned		

Sl. No.	Eligibility Criteria	Document Proof
11	As on date of submission of the proposal, the Bidder should not be blacklisted or banned by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices.	Certificate from the authorized signatory as per the format mentioned at sub-section 9.2.7 (Form PQ7: Format- self declaration for non-black listing) of Annexure II (Pre-Qualification Proposal Format) of this RFP.
Debarment		
12	As on date of submission of the proposal, the Bidder should not be debarred under the conditions specified in sub-section 5.7 (Debarment from Bidding) of the RFP.	Certificate from the Bid Authorized Signatory as per the format mentioned at sub-section 9.2.8 (Form PQ8: Format- self declaration for non-debarment) of Annexure II (Pre-Qualification Proposal Format) of this RFP.

7.2.2 Technical Evaluation Criteria

This section provides details on the technical evaluation criteria. While the Bidder will be evaluated on the technical evaluation criteria mentioned below, all the documents/forms specified in Annexure III (Technical Proposal Format) are also required to be mandatorily submitted and non-submission may lead to rejection of the Proposal.

Note-

1. The overall technical cut-off will be 70%.
2. To qualify in the technical evaluation stage, it is mandatory for the bidders to qualify in each of the sections and sub-sections. It is clarified explicitly that if any bidder fails in any one sub-section but overall scores equal to or more than 70% score then the bidder will be disqualified.
3. The bidders who qualify the minimum technical cut-off i.e. 70 % overall and in each sub-section of technical evaluation- shall be assigned marks based on their proposals. The bidder with highest total marks shall be placed at T1 and subsequent bidder on T2 and so on.
4. The following sections explain how the bidders will be evaluated on each of the evaluation criteria. The Bidder's technical Proposal will be evaluated as per the evaluation criteria mentioned in the following sub-sections.

S No.	Evaluation Criteria	Total Marks	Minimum Cut-off (70%)
1	Bidder's Experience	30	>=21
2	Proposed resources, team skill ratio, Transition and Migration Plan	30	>=21

S No.	Evaluation Criteria	Total Marks	Minimum Cut-off (70%)
3	Proposed Solution, Approach and Methodology (Write-up and Presentation to NHA)	40	>=28
Total		100	>=70

7.2.2.1.1 Bidders Experience

This section provides for the first sub-criterion i.e. bidders experience of the overall technical evaluation criteria-

1. The citations should be for projects which have been declared go-live or completed projects. The go-live shall mean go-live of the entire project and not a go-live of a particular phase of the project.
2. All the projects cited should be in the name of the Bidder as the case may be and not in name of any parent, subsidiary or affiliate entity.
3. The following is evaluation criteria for Bidder's experience-

Total Marks – 30 Minimum qualifying marks- 21	
Criteria Details	<p>The Bidder experience in Voice based call center for inbound/outbound calls in India in any of the last 3 financial years (i.e. FY 2020-21, 2021-22 and 2022-23)</p> <p>Marks distribution as per the number of project citations:</p> <ol style="list-style-type: none"> a) >=4 citations = 25 Marks b) 3 citations = 20 Marks c) 2 citations = 16 Marks <p>Additional marks-</p> <ol style="list-style-type: none"> a) One additional mark for every one additional (besides Hindi and English) vernacular official language delivered as part of scope of the respective citation (Subject to maximum 5 marks). It is clarified that citation must include delivery in English and Hindi besides vernacular official languages. The documentary proof must indicate clearly about the list of official languages delivered as part of scope of citation.
Documents required	<p>Citation as per sub-section 9.3.2 (Form Tech 2: Bidders experience format) of Annexure III (Technical Proposal Format) and;</p> <p>AND</p> <p>Copy of work order/client certificate/contract copy/ client project completion certificate specifying the project details and value. In case of an on-going project phased completion certificate (provided by client) should be submitted.</p> <p>AND</p> <p>In case of an on-going project phased completion certificate (provided by client) should be submitted</p> <p>AND</p>

	<p>A certificate from the Key Managerial Personnel of the bidder stating the criteria and the project value.</p> <p>Note- <i>NHA reserves the right to conduct a client confirmation on the citation submitted by the bidder. The bidder is required to specify client's contact details in the format (section 9.3.2 (Form Tech2: Bidder's Experience Format), annexure-III (Technical Proposal Format))</i></p>
--	---

7.2.2.1.2 Proposed Resources, Team Skill Ratio, Transition and Migration Plan

This section provides for the second sub-criterion i.e. Proposed resources and Team skills Ratio of the overall technical evaluation criteria-

1. The bidder shall-
 - a) Bidder is required to submit its compliance against the requirements specified in section 4.2.1.3. Duly signed HR certificate on the qualifications and experience of the proposed resources must be submitted by the bidder.
 - b) Bidder needs to submit CV's for the following profiles (dedicated resources for the project) - (as per section 4.2.1.3) as listed below for the process (1 marks for each profile – Total 5 Marks)
 - a. 1 Operations Manager
 - b. 1 Process Director
 - c. 1 Quality Manager
 - d. 1 Training Manager
 - e. 1 IT Security Manager

1. Name				
2. Position				
3. Date of Birth				
4. Education	S. No.	Degree Obtained	Institution	Dates
5. Certification				
6. Employment Record	From	To	Company	Position Held
7. Brief Profile				
8. Countries of Work Experience				

9. Languages	S. No.	Languages	Speak	Read	Write
10. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned					
Name of assignment or project:					
Year:					
Location:					
Client:					
Employer:					
Main project features:					
Positions held:					
Activities performed:					
<p>10. Certification</p> <p>I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Date: <...> 2024</p> <p>Signature of staff member</p>					

- c) Bidder is required to submit a project plan and resource plan basis the per shift basis (bidder can assume 3-4 shift per day) and number of resources proposed to be available for this project along with team skill ratio as specified in this RFP. (10 Marks)
- d) Bidder is required to submit a transition and migration plan on seamless transfer of activities from current service provider to the new service provider (5 Marks)

1. The bidder to provide the current Strength of Agents and its ratio for roles (as mentioned in below Table) in bidder's organization with experience on call center voice operations in India-

#	# of agents employed by bidder in delivering call center voice operations as on 31-03-2023	# of in-bound contact center seats operational at the bidder's premises in India as on 31-03-2023	Document required	Score
1	2000 or more	>=500	Certificate from the HR head	10
2	Less than 2000 but more than or equal to 1500	>=300		5

7.2.2.1.3 Proposed Solution, Approach and Methodology

The bidders are required to submit a write-up and deliver presentation on their proposed solution including approach and methodology. The bidder may also include previous works/citations to demonstrate their capabilities. The presentation shall be held for 30 minutes including Q & A session.

Additionally, the bidders are also required to provide the following details pertaining to their solution-

1. Details on bidders proposed IT solution (including it's proposed applications and their features such as CRM, IVRS, ACD, Reporting etc.)
2. The Bidder needs to demonstrate their understanding of the envisaged solution as per scope of work
3. Solution readiness at day zero and ability to go-live the operations within 45 days
4. The extent to which the bidder's approach and work plan respond to the scope of work
5. Responsiveness of project plan and implementation approach to NHA's need for short timelines.
6. Proposed process workflows as per scope of work
7. IT Infrastructure readiness
8. Availability of agents and ability to scale-up
9. Physical and IT Security controls at the proposed site of operations
10. Innovation/ approach proposed by the bidder to ensure that the call centre's technology solution is made fully functional in shortest possible time.

Details on the proposed IVRS solution (key press and speech to text) specifically the following details-

- a) Complete details of the proposed IVRS solution
- b) Readiness of IVRS solution as per scope (in terms of timelines)
- c) Language capability (# of vernacular languages supported beyond Hindi and English)

Citation	Areas to be demonstrated	Documentary Evidence
Overall Solution	Proposed IT Solution, Application & Features	Design & Solution Plan
	Modularity of the system	
	Scalability to handle future calls by adding additional compute and no constraints on the application	
	Integration with NHA systems, Multiple States' helpdesks.	
	Risk and mitigation Plan	
	Plan to handle multiple stakeholders	

BC Plan	Business Continuity Plan and Offering (including Operational/ Transactional Data (The bidder may offer a solution that spans across multiple sites in India, as specified above. However, all the sites MUST comply with the conditions and specifications as given in this RFP.))	Design & Solution Plan
Security Framework	Access & Identity Management	Design & Solution Plan
	Governance framework to cover the threat landscape	
	Solution to ensure fool proof security to the system from various threats including hacking attempts, internal threats, etc.	
Approach for Implementation of the project	Approach for project implementation and bidder's plan for performing the required services as detailed in scope of work in the tender/RFP and to meet the desired SLAs	Design & Solution Plan
CSAT Solution	CSAT Area's to be demonstrated (Voice based – incoming / outgoing)	Design & Solution Plan
	Mail based CSAT (If applicable)	
	Form based CSAT (If applicable)	
	Any other method of feedback	
Reporting Dashboard	Demonstration of operational reports	Design & Solution Plan
	Demonstration of Management Reports	
	Demonstration of customized Dashboard for management view	
Other Certifications	ISO 27001-2013 (Upto latest version)	Bidder have to submit copy of valid certification.

Proposed agenda-

1. Introduction to Organization
2. Bidder's understanding of NHAs objectives and scope of work
3. Assessment of the overall solution, approach and the methodologies proposed by bidder for implementation of the project.
4. Proposed call center service and relevant details
5. Call center management and governance approach
6. Project implementation plan and resources deployment plan
7. Internal Review and Quality Control Plan
8. Capacity building plan
9. Innovation and features beyond proposed requirements

7.2.3 Commercial evaluation criteria

1. Bidders need to provide their commercial bid as per the format provided in the RFP (Annexure-IV (Commercial Proposal Format)).
2. In case only one bidder qualifies after the technical evaluation, NHA will have right to select the single qualified bidder or cancel the RFP.
3. Commercial evaluation shall be done as per least cost system method i.e. L1 method

4. Basis the quoted rates NHA shall rank the bidders at L1, L2, L3, L4 and so on with L1 being the lowest rate
5. The L1 rate shall be called as the discovered rate (for details please refer to annexure-IV, section 9.4.2)
6. If a bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
7. Any conditional bid would be rejected.
8. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered
9. The bid price will include all taxes and levies and shall be in Indian Rupees.
10. If there is a discrepancy between words and figures, the amount in words will prevail.
11. In case of an abnormally Low Bid, i.e. one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price- NHA may in such cases seek written clarifications from the bidder, including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document. If, after evaluating the price analyses, NHA determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, NHA may reject the Bid/Proposal.

8 Award of Contract and Payment Terms

8.1.1 Award Criteria

NHA will award the Contract to the successful bidder/ Call Centre Service Provider (i.e. “L1 bidder” as per section 7.2.3), whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined in this RFP (in section 7 of this RFP) i.e. L1 bidder.

8.1.2 Letter of Award

1. Prior to the expiration of the bid validity period, NHA will notify the successful bidder in writing or by fax or email through a letter of award.
2. The letter of award shall constitute the formation of the contract.
3. In case the tendering process / public procurement process has not been completed within the stipulated period, NHA, may like to request the bidders to extend the validity period of the bid.
4. The letter of award will constitute the formation of the contract. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to the successful bidder.

8.1.3 Performance Guarantee

1. The NHA will require the selected bidder to provide at its own cost and an unconditional, irrevocable and continuing Performance Bank Guarantee/Performance security for a value equivalent to 5% of the total cost of every work order issued to the concerned selected bidder which must be submitted as per the timelines, rules and regulations mentioned in the RFP.
2. The performance guarantee to be submitted by the selected Call Centre Service Provider within 5 days of receipt of work orders for the purpose of calculation of total cost and performance guarantee value.
3. The Performance Guarantee shall contain a claim period of three months from the last date of validity of the contract executed with the successful bidder/ Call Centre Service Provider. The Call Centre Service Provider shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project.
4. In case the selected bidder fails to submit performance guarantee within the time stipulated, NHA at its discretion may cancel the order placed on the selected bidder/ Call Centre Service Provider and may also invoke the bid security without giving any notice. NHA shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or NHA incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
5. The performance guarantee/security is to be submitted as per format indicated in Annexure V (Format for Performance Bank Guarantee) of this RFP.

8.1.4 Contract Signing

1. Within 5 working days of receipt of the notification of award or letter of award (LOA), the successful

Bidder shall communicate its acceptance to the said letter of award in accordance with the terms of this RFP.

2. Within 5 working days of acceptance of LOA, the successful bidder shall execute the Services Agreement/contract and the non-disclosure agreement (NDA).
3. If the successful bidder fails to execute the agreement or furnish the PBG within the stipulated time period (or such other extended timelines as agreed by the NHA in its sole discretion), the NHA shall have the right to award the work to the next successful bidder.
4. The successful bidder is expected to commence its service within 15 days from the date of signing the contract between the Purchaser and the Service Provider/ Call Centre Service Provider.

8.1.5 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NHA may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the NHA shall invoke the PBG or EMD (as the case may be) of the most responsive bidder.

8.1.6 Contract Monitoring Committee (CMC)

NHA will set up a Contract Monitoring Committee (CMC) for the contract. The CMC will be responsible for, among other issues, monitoring the progress against agreed deliverables, indicating corrective measures and approve key outputs of the contract. CMC will hold requisite meetings for this purpose.

8.1.7 Payment Terms

1. The payments shall be made to the selected Call Centre Service Provider (CCSP) on the basis of the rates quoted by the L1 bidder/CCSP in its commercial bid for component A and component B
2. The Call Centre Service Provider shall be paid for the connected calls ONLY for both Inbound & Outbound. Not reachable and not connected calls shall not be paid for.
3. Any inbound/outbound call with less than 10 seconds talk time (short calls) will not be considered for invoicing.
4. The payment/invoicing shall be done on a monthly basis upon submission of invoice by the Call Centre Service Provider to NHA post which payment will be made within 30 days. CCSP to ensure submission of different invoices for different processes (refer section 4.1 of this volume of the RFP) and shall be billed separately. SLA will be calculated separately for each process.
5. GST shall be paid (as per applicable rate) to the CCSP by NHA on their invoices however all other taxes, cesses, levies, duties and any other incidental direct/indirect costs shall be borne by the CCSP.
6. NHA shall make payments after withholding tax deductible at source as appropriate as per the applicable taxation laws.
7. Advance payments will not be made.
8. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
9. Call Centre Service Provider will execute the work as per RFP with discovered L1 rates/prices. No extra payment will be considered by NHA.
10. Payments as stipulated above shall be subject to meeting the service levels by the Call Centre Service Provider as defined in section 8.1.7 and 8.1.8 of this RFP and appropriations to the amount being paid shall be done (if applicable). Any penalties/ liquidated damages, as applicable, for delay and non-

performance, as per the criterion mentioned in this bidding document, will be deducted from the payments.

11. Service level monitoring must be computed automatically in the system (IT System) of the CCSP and access to be provided to NHA at all times on real time basis. The first report from the said Service Level Tool shall be finalized and submitted to NHA within 45 days of signing the contract.

12. Access to all recorded calls in CCSPs system must be provided to NHA officials. All service levels, payment calculation, call details (duration and volume) must be generated as a record from the IT system of the CCSP ONLY with access of the same to NHA officials
13. **For Inbound calls-** “The total monthly call duration & number of inbound calls submitted by the Call Centre Service Provider shall be verified with the Call Detail Record (CDR) of Toll-Free Number Service Provider. The total monthly duration and number of calls submitted by Call Centre Service Provider shall not exceed the total monthly duration and number of calls submitted by Toll-Free Number Service Provider. The Call Centre Service Provider should ensure that more than 90% of the calls from Toll-Free Number Service Providers are attended”
14. Projections and Compensations

PROJECTIONS for Inbound (on 45 days rolling basis) - Provided by NHA

- a. Calls projections for inbound processes will be derived as per the below illustration-

“The projections of the upcoming month will be on the basis of calls trends of the previous 2 months. The same should be calculated on 16th day of every month to determine a 45 days advance forecast”

Call projections for different inbound queues shall be calculated separately. Any other real time inputs/trends may also be considered while generating and submitting the monthly projections to the partner.

For Example-

Calls received for the period 16th of March 2023 – 15th of May 2023 = 1,00,000.

Call Projections for July 2023 = $(1,00,000)/2 = 50,000$

- b. Variance % with reference to projections-

“A variance of $\pm 25\%$ is expected from the projected volume, ranging from 75% (Lower Limit) to 125% (Upper Limit) of the projected volume and the service provider should be equipped to handle the same. However, if the variance is more than $\pm 25\%$ of the projected volume, NHA will compensate the service provider as detailed below: -

COMPENSATIONS

- c. Actual vs Projected call volume

If the % of variance (Actual Calls Offered/Projected call Volume) against the projected call volume is:-

- i. Greater than or equal to 75% or less than or equal to 125% - ALL SLAs will be calculated on Actuals.
- ii. Less than 75% - Volume % Less than 75% will be translated to Connect Minutes as per the below formula and paid to vendor over and above the actual Connect Minutes for the invoice month. This specifically will be calculated considering overall forecast shared for all inbound

processes instead of individual processes.

Formula: $-(\% \text{ less than } 75 \% \text{ of the invoice month} \times \text{Calls Projected for the invoice Month}) \times$
AHT of the invoice Month (Minutes)

For example: -If,

Calls Projected = 10,000

Lower Limit (75%) = 7,500

Upper Limit (125%) = 12,500

Actual Offered = 6,500

AHT for Invoiced month = 300 Seconds/5 Minute

Actual Offered /Projected Call = 6,500/10,000 = 65%

% less than 75 % = 75% - 65% = 10%

Extra Connect Minutes to be paid for the invoiced month = $(10\% \times 10,000) \times 5 = 1000 \times 5$
= 5000 Connect Minutes

- d. ALL SLAs will be calculated on Actuals.

Greater than 125% waiver on below listed SLAs will be granted to the service provider as per the conditions detailed below: -

- i. CALL ABANDONED RATE –

CONDITION 1: -

If Offered Vs Projected > 125% and Handled Vs Upper Limit of Projection $\geq 97\%$

CALL ABANDONED RATE for the invoiced month will be waived off.

CONDITION 2: -

If Offered Vs Projected > 125% and Handled Vs Upper Limit of Projection < 97%

The abandoned % will be calculated only on the upper limit of the projected volume.

Regular penalty grid defined against the SLA will be applicable.

Call abandoned rate%			
Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	$\leq 3\%$	Nil
		$> 3\%$ and $\leq 5\%$	2% of invoice value
		$> 5\%$ and $\leq 10\%$	3% of invoice value
		$> 10\%$	5% of invoice value

- ii. SERVICE LEVEL% (SL %)

With a 10% or more increase in volume above upper limit of the projections (i.e. 125% of

projections), a 5% decrease in the SLA slab of Service Level % will be allowed in a proportional manner.

For example: if the % variance is 135% i.e. 10 % above the upper limit of the projected volume, below will be effective SLA slabs for SL %: -

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	$\geq 75\%$	Nil
		$\geq 70\%$ and $< 75\%$	2% of invoice value
		$\geq 65\%$ and $< 70\%$	3% of invoice value
		$< 65\%$	5% of invoice value

e. Projections for outbound queues may be provided considering trends in terms inventories shared to dial on in previous 2 months, for manpower planning perspective. Any other real time inputs/trends may also be considered while generating and submitting the monthly projections to the partner.

8.1.8 Service Levels

1. The Service Levels mentioned in this section define the levels of service which shall be delivered by the Call Centre Service Provider for the duration of the contract and shall be applicable on the Call Centre Service Provider from the date of start of project.
2. The service levels are divided in to two parts viz. One-Time and Operational Service levels. One-Time service levels parameters shown in the table below will be applicable from the date of start of contract till go-live and operational service level parameters shall be applicable from the date of go-live till end of contract. Operational service level parameters shall be applicable after the completion of 45 calendar days from the date of go-live. Any holidays in between the 45 days period will be counted as part of the 45 days.
3. The penalties on individual service levels would be applied individually. However, the aggregated penalty would be capped at 10% of the invoice amount. The clause may be read in conjunction with clause 1.8 (liquidated damages and penalties) of Volume -II of this RFP.
4. The Call Centre Service Provider will be required to submit reports on all service levels as defined herein-

#	Service level	Definition	Measurement Criteria	Timeline	Liquidated Damages
ONE TIME SERVICE LEVELS					
1	On-boarding of all resources and Commencement of services	Commence the service as per the scope of work	Within 15 calendar days from the date of signing the contract between the Purchaser and the Call Centre Service Provider	Within 15 calendar days from the date of signing the contract between the Purchaser and the Call Centre Service Provider	Nil
				Delay of every 5 days from 15 th day of the date of signing the contract between the Purchaser and the Call Centre Service Provider	1% of the invoice value
2	Attending training of master trainer at NHA	As defined in the “training” section 4.2.1.4 basis on the workshop arranged by NHA	100% attendance	Attendance < 100%	₹ 5,000 per resource being absent
3	First cut Submission of performance dashboard	The first cut of the performance dashboard shall be prepared and submitted to NHA for review and feedback.	The first cut of the performance dashboard shall contain all the operational service levels mentioned in this RFP with at least 10 days of operational data.	Within 15 calendar days (including the 15th day) from the date of go-live	Nil
				> 15 calendar days from the date of go-live.	0.5% of the invoice value for every day of delay
4	Final Submission of performance dashboard	Final performance dashboard with due incorporation of any changes suggested by NHA.	Final performance dashboard with due incorporation of any changes suggested by NHA.	Within 20 calendar days (including the 20th day) from the date of suggestions received from NHA.	Nil

#	Service level	Definition	Measurement Criteria	Timeline	Liquidated Damages
				>20 calendar days (including the 20th day) from the date of suggestions received from NHA.	1% of the invoice value for every day of delay
5	Submission of training module & test process	As defined in the “training” section 4.2.1.4 basis on the workshop arranged by NHA, the selected Call Centre Service Provider is expected to develop a training module & a test process for on-barding of future resources and submit the same to NHA for review and approval.	The training module & test process should cover all the aspects of process given by NHA covered during the workshop.	Within 10 calendar days (including the 10th day) from the date of go-live.	Nil
				> 10 calendar days (including the 10th day) from the date of go-live.	1% of the invoice value for every day of delay
6	Final submission of training module & test process.	Final training module & test process with due incorporation of any changes suggested by NHA.	Final training module & test process with due incorporation of any changes suggested by NHA.	Within 10 calendar days (including the 10th day) from the date of suggestions received from NHA.	Nil
				> 10 calendar days (including the 10th day) from the date of suggestions received from NHA.	1% of the invoice value for every day of delay
7	Go-live of the call center	As defined in scope of work	Within 45 days of commencement of services	Delay of every 1 day up to 10 th day beyond which NHA may choose to terminate the contract	₹ 30,000 per day of delay

Operational Service Levels**1. Service Level % (SL%)**

Applicability	Inbound voice calls.
Definition	This is the percentage of calls that are answered by the call center agents within a specified time period
Formulae	Calls Answered within a threshold of 20 seconds across all languages/ (Total Calls offered across all languages - Abandoned calls with less than or equal to 10 seconds queue time across all languages)

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	>=80%	Nil
		>=75% and <80%	2% of invoice value
		>=70% and <75%	3% of invoice value
		<70%	5% of invoice value

2. Call abandoned rate-

Applicability	Inbound voice calls.
Definition	The % of inbound voice calls that are requested for an agent (the word agent shall have the same meaning as Ex/Sr. Ex) but got disconnected before being answered by the agent. (Only calls that get disconnected after 10 seconds after being transferred from IVRS to ACD queue will be considered for computation of this service level).
Formulae	(Total Abandoned calls across all languages – Abandoned calls with less than or equal to 10 seconds queue time across all languages)/Total Calls Offered across all languages.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	<=3%	Nil
		>3% to <=5%	2% of invoice value
		>5% to <=10%	3% of invoice value
		>10%	5% of invoice value

3. Call Quality Score

Applicability	All Interactions (inbound, outbound, email, SMS)
Definition	Call quality audit score is a method of scoring Ex/Sr. Ex's calls against predefined parameters to ensure that the Ex/Sr. Ex's are adhering to the quality standards defined by NHA.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	>=85%	Nil
		>= 80% to <85%	2% of invoice value
		>= 75% to <80%	3% of invoice value
		<75%	5% of invoice value

4. Caller's Satisfaction

Applicability	Inbound and outbound voice calls. Applicable to both on agents and IVRS
Definition	This is the measure of caller's satisfaction with the way their query/complaint has been handled by the Ex/Sr. Ex and/or IVRS. The Call Centre Service Provider shall be responsible for maintaining a minimum level of Caller satisfaction based on the criteria defined by NHA. The satisfaction level of callers shall be collected on a five pointer scale of 5: "Very satisfied", 4: "Satisfied" 3: "Average", 2:"Dissatisfied" and 1: "Very Dissatisfied"
Formulae	(Sum of- 5: "Very satisfied", 4: "Satisfied")/Total number of surveys

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	>=85%	Nil
		>= 80% to <85%	2% of invoice value
		>= 75% to <80%	3% of invoice value
		<75%	5% of invoice value

5. Average Handle Time (AHT)

Applicability	Inbound & Outbound voice calls.
---------------	---------------------------------

Definition	It is the average amount of time a Ex./Sr. Ex spends either talking on a call or average amount of time a Ex./Sr. Ex places a call on hold or average amount of time spend on after call work in relation to an inbound call.
Formulae	For Inbound Calls- $[(\text{Sum of Talk Time} + \text{Sum of Hold Time} + \text{Sum of Wrap Time}) / \text{Sum of calls handled}] \text{ across all languages.}$ For outbound calls: - $[(\text{Sum of Talk Time} + \text{Sum of Hold Time} + \text{Sum of Wrap Time}) / \text{Sum of outbound calls}] \text{ across all languages.}$

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

6. Agent Productivity

Definition	This is defined as the percentage of time a Ex./Sr. Ex. is productive for NHA process against the total duration he/she is connected using his/her login ID to Call Centre Service Provider (as the case may be) Automatic Call Distribution (ACD) system in any mode pre-defined in the Automatic Call Distribution (ACD) system.
Formulae	$[(\text{Talk Time} + \text{Hold Time} + \text{After Call Work Time} + \text{Available Time} + \text{All Auxiliary Time}) - \text{nonproductive Auxiliary Time}] / \text{Total Staffed Time} \times 100$ <p>Where,</p> <p>Talk Time: - Length of time spent by a Ex./Sr. Ex. talking to an inbound call or outbound call.</p> <p>Hold Time: - Length of time spent by a Ex./Sr. Ex. with an inbound or \outbound call on hold.</p> <p>After Call Work Time: - Length of time spent by a Ex./Sr. Ex. in ACW mode.</p> <p>Available Time: - Length of time spent by a Ex./Sr. Ex. in available mode waiting for calls from split/skill.</p>

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	>=85%	Nil
		>=80% to <85%	2% of invoice value

Measurement Interval	Reporting period	Target	Penalty
		>=75% to <80%	3% of invoice value
		<75%	5% of invoice value

Where,

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

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

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

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

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

Productive Auxiliary time are: -

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

Non Productive Aux Time: - Length of time spent by a Ex./Sr. Ex on nonproductive Auxiliary time.

Non-productive Auxiliary time are: -

- 15 Minutes Break.
- 30 Minutes Lunch / Dinner Break.
- Meeting/Vendor
- Headset/Desktop Issue

7. Average Response Time for Email

Applicability	E-Mail interactions.
Definition	The average response time for an email is a measurement of the number of hours it takes to provide a response/attend to an email-based inquiry.
Formulae	Sum of Response Times/ Total Number of Email inquiries responded

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	<=24 hours	Nil
		>24 hours and <=30 hours	2% of invoice value
		>30 hours and <=36 hours	3% of invoice value
		>36 hours	5% of invoice value

8. Count of Incorrect Email Responses-

Applicability	E-Mail
Definition	To measure number of incorrect e-mails replied by Call Centre Service Provider.
Formulae	Count of incorrect e-mails replied by Call Centre Service Provider.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	Zero	Nil
		For every count of incorrect reply of e-mail	₹ 1000 per e-mail.

9. First Time Resolution (FTR)

Applicability	Inbound Phone and E-mail.
Definition	This refers to the percentage of calls/e-mails resolved at first line, without the need for escalation to other support groups. The Call Centre Service Provider's agent is expected to resolve the issue or answer the question during the first contact.
Formulae	Count of FTR cases /Count of cases created

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	>=85%	Nil
		>=80% to <85%	2% of invoice value
		>=75% to <80%	3% of invoice value
		<75%	5% of invoice value

10. Quality of Service (QoS)

Applicability	Inbound & Outbound Phone.
Definition	Quality of service (QoS) is the overall performance of the Call Centre, particularly the performance experienced by the caller. This refers to the calls audited by NHA Quality Analyst.
Formulae	Call quality audit score is a method of scoring Ex/Sr. Ex's calls against predefined parameters to ensure that the Ex/Sr. Ex's are adhering to the quality standards defined by NHA.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	>=85%	Nil
		>=80% to <85%	2% of invoice value
		>=75% to <80%	3% of invoice value
		<75%	5% of invoice value

11. In-Accuracy of complaint logging by Ex./Sr Ex/Agents

Applicability	All Interactions
Definition	To measure the accuracy with which Ex/Sr. Ex. register interactions to ensure that no more than a small percentage of complaints are incorrectly captured. This is the percentage of interactions that have been captured incorrectly by the Ex/Sr. Ex making it difficult to resolve the same.
Formulae	The interactions that have been wrongly captured shall be used to calculate the % of incorrect interactions logged by Ex/Sr. Ex using the following formulae: Total number of wrongly tagged interactions / Total interactions logged for the month.

Measurement Interval	Reporting period	Target	Penalty
Weekly	Monthly	<=15%	Nil
		>15% but <=20%	2% of invoice value
		>20% but <=25%	3% of invoice value
		>25%	5% of invoice value

12. Interactions of Record Percentage

Applicability	All Interactions
Definition	To measure percentage of interactions recorded in CRM system.
Formulae	Number of cases created or modified in CRM system/Number of Interactions

Measurement Interval	Reporting period	Target	Penalty
Weekly	Monthly	>=95%	Nil
		>=90% but <95%	2% of invoice value
		>=85% but <90%	3% of invoice value
		<85%	5% of invoice value

13. Average Hold Time

Applicability	Inbound & Outbound voice calls.
Definition	This is measured as the average time a call was put on hold by the Ex./Sr. Ex.
Formulae	Total Hold Time / Total Calls handled

Measurement Interval	Reporting period	Target	Penalty
Weekly	Monthly	<=20 seconds	Nil
		>20 seconds but <=30 seconds	2% of invoice value
		>30 seconds but <=35 seconds	3% of invoice value
		>35 seconds	5% of invoice value

14. Average wrap time

Applicability	Inbound & Outbound voice calls.
Definition	This is measured as the average time spent by the Ex./Sr. Ex. in wrap mode.
Formulae	Total Wrap Time/Total Calls Handled

Measurement Interval	Reporting period	Target	Penalty
Weekly	Monthly	<=5 seconds	Nil
		>5 seconds but <=10 seconds	2% of invoice value

Measurement Interval	Reporting period	Target	Penalty
		>10 seconds but <=15 seconds	3% of invoice value
		>15 seconds	5% of invoice value

15. Deployment of Resources at the request of NHA

Applicability	Inbound/outbound voice calls.
Definition	Deployment of Resources/agents on the project at the request of NHA
Target	Within 15 days of request by NHA/as per work order issued by NHA

Measurement Interval	Reporting period	Target	Penalty
Weekly	Monthly	<=15 days	Nil
		>15 days but <=21 days	2% of invoice value
		>21 days but <=28 days	3% of invoice value
		>28 days	5% of invoice value

Annexures

9 Annexures

9.1 Annexure I: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in Microsoft (MS) excel in the following format-

Sheet 1: Bidder's Information

Information Sought	Bidders details
Name (Authorized Signatory)	
Designation	
Company	
Address	
Contact Number	
e-Mail ID	
Date	

Note: Please paste the table above in email body as well

Sheet2: Clarification Requested/Format for pre-bid query submission

#	Volume (I/II)	Page No	Section No.	Section Name	Statement as per RFP document	Query by bidder

- a) Page Number – Page Number of this RFP as reflected at the bottom right corner. The bidders to mention only the page number. Ex. '29' as page number and not '29 of 156'.
- e. Section No. – Example– '8' and not 'Section 8'
- f. Section Name – Example – Scope of Work (Should be exactly the same as provided in the RFP)

Note–

- The queries are to be submitted in the format provided above only and as per schedule ([refer section2 \(fact sheet\)](#)) only. The bidders to ensure that they enter correct details in the format. In case of any inappropriate details being mentioned the NHA shall not be responsible for the same and such queries may be discarded from providing any response.

The bidders to ensure that **no cell merging (in excel)** is done by them while preparing the query.

The bidders to ensure that each of the query submitted by them is unique and **no duplicate query** is submitted by them as a result of copy-paste. It is expected from the bidder to carry out its own due-diligence before submitting the queries.

Bidders are expected to do a thorough check of the queries and ensure the completeness of the queries and spelling checks etc. before submitting the same to NHA.

9.2 Annexure II: Pre-Qualification Proposal Format

9.2.1 Form PQ1: Pre-qualification bid submission letter

<No.....>

<Location, Date>

To

Assistant Director (Administration)
National Health Authority
3rd Floor, Tower-I
Jeevan Bharti Building
Connaught Place
New Delhi – 110001

Subject: Submission of the Pre-Qualification bid for RFP for <.....>

Dear Sir,

We, the undersigned, offer to provide the services for the NHA call center with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Pre-qualification bid.

We hereby declare that all the information and statements made in this Pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days from the last date of bid submission i.e. <insert last date> as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

9.2.2 Form PQ2: Profile of Bidder

The following details are to be submitted for the bidder

S. No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	PAN	
5.	GST	
6.	CIN	
7.	Contact Name and position	
8.	Head Office Address	
9.	Mobile (of contact person)	
10.	Telephone (of contact person)	
11.	Fax Number (of contact person)	
12.	Email Address (of contact person)	
13.	Brief Description of the Organization	
14.	Office Address	

Table 2: Profile of Bidder Format

9.2.3 Form PQ3: PQ Checklist

Bidders are required to submit their compliances to the pre-qualification criteria for Bidder, along with documents required, as stated in [section 5.2.1 \(Pre-Qualification Criteria\)](#) of this RFP as below-

9.2.4 Form PQ4: Details of litigation

The certificate below is to be provided by the Bidder-

Certificate for Pending Litigation

We confirm that our organization < insert name of organization> as on date of submission of the proposal for RFP for <.....> for NHA has not been involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

Sincerely,

(Signature of the Authorized signatory of the Bidder)

(Name, Designation, Seal, Date, Place, Business Address)

9.2.5 Form PQ5: Format for Bid Security Declaration

<No.....>

<Location, Date>

To
Assistant Director (Administration)
National Health Authority
3rd Floor, Tower-I Jeevan Bharti
Building Connaught Place
New Delhi – 110001

Dear Madam,

I/we, the undersigned, declare that-

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I /We are in a breach of any obligation under the bid conditions, including the following-
 - a) I/We have withdrawn or modified or amended, impairs or derogates our proposal/bid from the RFE during the period of bid validity (i.e. 180 days from the last date of bid submission) specified in the RFE or for its extended period (if any); or
 - b) If I/we are found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
 - c) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity and that I/we-
 - i. fail or reuse to execute the contract and/or
 - ii. fail or refuse to furnish the Performance Security or fails or refuse to submit the performance security within the stipulated deadline
3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of-
 - i. the receipt of your notification of the name of the successful Bidder; or
 - ii. thirty days after the expiration of the validity of my/our Bid.

Your Sincerely, (Authorized

Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

WITNESS (two)-

.....

(Signature)

.....

(Name)

.....

(Signature)

.....

(Name)

9.2.6 Form PQ6: Format- Undertaking (no conflict of interest)

The certificate below is to be provided by the Bidder.

Certificate for undertaking for No Conflict of Interest

We hereby confirm that our company <insert name of the company> is not involved in any conflict of interest situation with one or more parties in this bidding process, including but not limited to –

1. Receive or have received any direct or indirect subsidy from any of them; or
2. Have common controlling shareholders; or
3. Have the same legal representative for purposes of this Bid; or
4. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
5. Influence the decisions of NHA regarding this bidding process; or
6. Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or
7. Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
8. Association as Consultant/ Advisor/ Third party independent evaluating agency with any of the Call Centre Service Providers taking part in the bid process.

(Signature of the Authorized signatory of the Bidder)

(Name, Designation, Seal, Date, Place, Business Address)

9.2.7 Form PQ7: Format – self declaration for non-black listing

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

We confirm that our company_____as on date of submission of the proposal is not blacklisted or banned by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

(Signature)

(Name and signature of Bid Authorized Signatory)

9.2.8 Form PQ8: Format – self declaration for non-debarment

The certificate below is to be provided by the Bidder.

<To be printed on Company letterhead>

We confirm that our company _____ as on date of submission of the proposal is not convicted of an offence under-

- a) the Prevention of Corruption Act, 1988; or
- i. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- j.

Sincerely,

(Signature)

(Name and signature of Bid Authorized Signatory)

9.3 Annexure III: Technical proposal format

9.3.1 Form Tech 1: Technical bid covering letter

<No.....>

<Location, Date>

To

Assistant Director (Administration)
National Health Authority
3rd Floor, Tower-I
Jeevan Bharti Building
Connaught Place
New Delhi – 110001

Subject: Submission of the Technical bid for RFP for <.....>

Dear Sir/Madam,

We, the undersigned, offer to provide services as per RFP for <.....> with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our technical bid.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days from the last date of bid submission i.e. <insert last date> as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

9.3.2 Form Tech 2: Bidders experience format

1. In this section the Bidder should provide their experience/citation

The bidder is required to submit the required references for each of the competencies as detailed in sub Section 7.2.2 of the RFP. Citations to be submitted by each Bidder.

For each of the citations the bidder shall provide details of a single point of contact (at client side) in their proposals.

The Bidder should submit credentials that best illustrate ability to provide the services required as per the technical evaluation criteria. Credentials in similar environments in terms of scope coverage, magnitude, geographical spread, organizational characteristics should be given preference.

The Bidder needs to strictly adhere to the formats provided below and provide information against each of the line items. Any non-conformance shall constitute a deviation from tender conditions.

#	Information Sought	Bidder's Response
1.	Name of Bidder entity	
	Assignment Name	
	Name of Client	
	Bidder's SPOC at client location (Name and Contact details)	
	Client Contact Details (Contact Name, Address, Telephone Number)	
	Country (where the project was executed)	
	Approximate Value of the Contract	
	Duration of Assignment (months)	
	Award Date (month/year)	
	Go-Live Date / Completion Date (month/year)	
	Documentary evidence as required	
	Narrative description of the project	
	Details of work that defines the scope relevant to the requirement	

9.3.3 Form Tech 3: Proposed solution capabilities

Provide details of the entire solution (including details required as per section 7.2.2.1.2 (Proposed Solution) of the RFP), along with the key differentiators covering all requirements as laid out in the RFP.

Bidder must cover all aspects of the solution showcasing the suitability of the solution to meet all the requirements listed out in the RFP.

In addition, bidder must fill and submit the information sought in table(s) below-

S No.	Solution Component	Solution functionalities (Bidder to provide)

Table 3: Proposed Solution Compliance Format

9.3.4 Form Tech4: Proposed project plan

S No.	Activity	Time assigned (in hours)	Calendar Months												
			1	2	3	4	5	6	7	8	9	10	11	12	n

Table 4: Format for Proposed Project Plan

1. Indicate all activities of the assignment, including delivery of reports, and other benchmarks.
2. Duration of activities shall be indicated in the form of a bar chart.

3.

9.3.5 Form Tech5: No Deviation certificate

A certificate in the below format to be provided **by the Bidder-**

<To be printed on Company letterhead>

This is to certify that our offer is exactly in consonance with your RFP no. _____ dated _____ issued by National Health Authority and subsequent amendments/corrigendum's etc. This is to expressly certify that our offer contains no deviation on the solution requirements and scope of work, legal or commercial aspects as specified in the RFP in either direct or indirect form.

(Signature of Authorized Signatory)

(Name, Designation, Seal, Date, Place, Business Address)

9.3.6 Form Tech6: Total Responsibility

A certificate in the below format to be provided by the **Bidder -**

<To be printed on Company letterhead>

This is to certify that we [insert name of Bidder company] undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP <Insert RFP #, Dated __> issued by National Health Authority for the duration of the contract mentioned in RFP.

(Signature of Authorized Signatory)

(Name, Designation, Seal, Date, Place, Business Address)

9.4 Annexure IV: Commercial proposal format

9.4.1 Form Commercial1: Covering letter

<No.....>

<Location, Date>

To

Assistant Director (Administration)
National Health Authority
3rd Floor, Tower-I Jeevan Bharti
Building Connaught Place
New Delhi – 110001

Subject: Submission of the commercial bid for RFP for <.....>

Dear Sir/Madam,

Dear Sir,

We, the undersigned, offer to provide services with reference to your Request for Proposal bearing number <insert RFP no.> dated <insert date> and our Proposal. Our Commercial Bid is provided in the form below. The amount is inclusive of all duties, taxes and levies except GST.

1. PRICE AND VALIDITY

- a) The price quoted in our bid is in accordance with the terms as specified in the RFP documents. The price and other terms & conditions of this Bid are valid as per the bid validity specified in the final RFP document.
- b) We hereby confirm that our prices include all taxes and levies (if any) except GST
- c) We understand that the actual payment would be made as per the existing GST rates during the time of payment.
- d) All prices quoted are in ₹ (Indian rupees)

UNIT RATES

We have indicated in the relevant forms the unit rates.

BID PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP documents.

BID PRICE

We declare that our bid prices are for the entire scope of the work as specified in the Requirements specified in the bid documents.

QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the section 8 (Award of Contract) of this RFP document.

Our Commercial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

We agree to abide by all the terms and conditions of all the volumes of this RFP document.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

9.4.2 Form Commercial2: Commercial bid format

Bidders are required to provide the commercial quotes as envisaged by them as per below-

1. The rates quoted must be inclusive of the following:
 - a. Cost for all the activities/scope of work as mentioned in the RFP document and
 - b. No extra item will be considered for payment
 - c. The bidder shall include the entire cost of executing the mentioned Scope of work including the Call Centre infrastructure set up, IT hardware, software, tools, licensing, electricity, lease rent, bandwidth, supporting human resource, facility management charges cost, human resource hiring cost, salary cost, out of pocket expenses, building maintenance cost and any other charges as agents/Ex/Sr. Ex cost.
 - d. Cost of material, human resource, transportation, equipment's, tools etc.
 - e. Any other cost direct or hidden, not mentioned above.
 - f. All taxes and levies etc. applicable during currency of contract excluding GST.

Rates entered into commercial rate page and duly signed by the authorized representative of the bidder shall only be considered. Rates and any other financial entity in any other form / letter head if attached by bidder shall be straightway ignored and shall not be considered.

The bidders are required to quote rates as per the below table-

Component	Cost element	All-inclusive rate per connect minute (in ₹) – including all costs and taxes (excluding GST)	Remarks	Illustration
		(To be quoted by the bidder)- this rate(s) shall be called as discovered/quoted rate		
(A) IVRS with 'key press' and 'speech to text input'	Rate per connect minute	₹ <.....>	This component must be equal to 20% of the total cost (i.e. component 'C') quoted by the bidder	=20% of ₹ "x"
(B) For one agent	Rate per connect minute	₹ <.....>	This component must be equal to 80% of the total cost (component 'C') quoted by the bidder	=80% of ₹ "x"
C	Total cost (A + B)	₹ <.....>		₹ "x"

Connect Minute = No. of Calls * Average Handling Time of that month (seconds)/60

Instructions-

1. Rate quoted by the bidder for component A must be equal to 20% of total rate quoted by the bidder for component A and B.
2. Rate quoted by the bidder for component B must be equal to 80% of total rate quoted by the bidder for component A and B.
3. Failure to comply with these instructions will lead to rejection of the bid
4. The payments pertaining to component A i.e. IVRS with 'key press' and 'speech to text input' (Rate per connect minute) shall be applicable only if-
 - a. The query of the caller is answered by the IVRS and the caller has pressed 'No' to speak to the agent i.e. query is answered by the IVRS AND
 - b. For campaign where no agents are required the amount will be paid on the connected minutes (with the caller or called party) executed by IVRS

Note-

1. Basis the total of quoted rates i.e. Total of A and B components NHA shall rank the bidders at L1, L2, L3, L4 and so on with L1 being the lowest rate
2. The L1 rate shall be called as the discovered rate and shall be considered for award of contract

9.5 Annexure V: Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

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

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

To

Assistant Director (Administration)

National Health Authority

3rd Floor, Tower-I

Jeevan Bharti Building

Connaught Place

New Delhi – 110001

Dear Sir,

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

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

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of.....2024 at.....

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

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

9.6 Annexure VI: Pre-contract Integrity Pact

The pre-contract integrity pact shall **be signed by the Bidder** should be submitted as part of pre-qualification bid.

INTEGRITY PACT

(To be executed on ₹ 100 stamp paper)

This Agreement (hereinafter called the Integrity Pact) is made on__ day of the month of__ 20__, between, on one hand, the President of India acting through Chief Executive Officer, National Health Authority, Government of India (hereinafter called the “The Principal”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s_____represented by_____, Chief Executive Officer/ Authorized Signatory (hereinafter called the “Bidder/Contractor/Bidder”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Preamble

The principal intends to award, under laid down organizational procedures, contract for the NHA call center project for National Health Authority. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its bidder(s) and contractor(s).

In order to achieve this the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principal mentioned above.

Section 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
 - a. The Principal will during the tender process treat all
 - b. Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal’s employees involved in the tender process or the execution of the

contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

- d. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- e. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- f. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
- g. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- h. Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section3, or if the Principal is entitled to terminate the contract according to Section3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other government (Central/State/PSU's) in India that could justify his exclusion from the tender process.

2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reasons.

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity pact by the sub-contractors.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders, contractors and sub-contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) or sub-contractor, or of an employee or a representative or an associate of a bidder, contractor or sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders /contractors as confidential. He reports to the CEO, NHA.

The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.

The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CEO, NHA and recuse himself/herself from that case. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the CEO, NHA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.

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

The word "Monitor" word include both singular and plural.

Section 9: Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

Section 10: Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.

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

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

Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

In the event of any contradiction between the Integrity pact and its Annexure, the clause of the Integrity pact will prevail.

(For & on behalf of the Principal)

(Office Seal)

Place _____

Date _____

(For & on behalf of Bidder/Contractor)

(Office Seal)

9.7 Annexure VII: IT Security Requirements

1. Selected bidders shall comply with NHA's IS & data privacy policies in force from time to time as applicable and submit an annual compliance report conducted by a Cert-In empaneled agency to NHA. NHA shall share the relevant guidelines and standards with the Call Centre Service Provider whenever institutionalized or amended.
2. Selected bidders shall ensure that the Application have capability to ensure compliance against NHA IS Policy such as encryption (Data at rest, Data at transit & Data at use), anonymization, DLP (data leak prevention) etc.
3. Selected bidders shall upon reasonable request by NHA or his/her nominee(s) participate in regular meetings when information technology security & Data Privacy matters are reviewed.
4. Selected bidders shall promptly report in writing to NHA any act or omission which they are aware that could have an adverse effect on the proper conduct of information technology security at NHA
5. Selected bidders shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with NHA's data, facilities or Confidential Information
6. Selected bidders shall ensure that they have informed NHA prior 24 hours of any resource having access to NHA environment is leaving the project or Selected bidder organization
7. Selected bidders shall comply with all MeitY guidelines related to information security & data privacy.
8. Right to Audit : NHA or its nominated agencies shall have the right to audit and inspect bidder's suppliers, agents and third party facilities (if any), data centers, documents, records, procedures and systems relating to the provision under this RFP, but only to the extent related to the scope of work stated in the RFP, as shall be reasonably necessary to verify
 - a) The confidentiality, integrity and availability of all data processed, held or conveyed by the Partner on behalf of NHA and documentation related thereto;
 - b) That the actual level of performance of the services is the same as specified in the service levels defined in section 8.1.7 and 8.1.8 of the RFP;
 - c) That the Selected bidders has complied with the relevant technical standards, and has adequate internal controls in place; and
 - d) The compliance of the Selected bidders with any other obligation under the contract.
 - e) Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the Bidder.
 - f) For the avoidance of doubt the audit rights under this annexure shall not include access to the Selected bidders's profit margins or overheads, any confidential information relating to the Bidder' employees, or minutes of its internal Board or Board committee meetings including internal audit, or such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the contract

Data Security & Privacy Requirements

Selected bidders shall be responsible to protect the privacy, confidentiality, and security of the NHAs data. Selected bidders must comply with international standards for data protection including ISO 27001, and

applicable regulations including IT Act and Amendments, Aadhaar Act (as applicable) and Regulations, and proposed data privacy act and regulations including Data Protection Act and other applicable laws and regulations, which the NHA may want the Selected bidders to comply with. Selected bidders shall ensure that these security and privacy requirements are been adequately implemented across the setup. The effectiveness shall be evaluated on a regular basis to ensure the continuity of security and privacy requirements. The Selected bidders shall ensure the security and privacy requirements including, but not limited to, the following:

1. Ensure the compliance to security requirements as detailed above and also to requirements and guidelines published by NHA from time to time. Selected bidders shall also ensure the compliance to upcoming security and privacy requirements as and when these become applicable.

Setup an assurance process to periodically review the compliance to security and privacy requirements. Selected bidder must ensure that complete data of NHA shall reside within India only ensuring data localization.

Ensure that during the development of the product has been performed using securing coding practices and through development methodology as per OWASP guidelines

Selected bidders shall be responsible for maintenance of all software managed with latest updates, specifically related to security vulnerabilities.

Host the systems and devices processing the data within the data centers located in India.

Ensure policies & procedures for secure disposition of electronic data on which the data resides (e.g., wiping hard drive, or other method of destruction)

Ensure maintenance of system and application audit logs in line with applicable regulations including IT Act and Amendments, Aadhaar Act (as applicable), and any other Regulations made applicable from time to time as well as retention policy of NHA

Ensure in case of any incident / breach notification timely (Not more than 24 hrs of identification) intimate appropriate stakeholders of NHA and respond to incidents / breach as per the Regulatory requirements, and international best practices.

NHA shall have authority to conduct (or through external agency) periodical assessment of the security requirements to ensure compliance with security policies, procedures, and Regulations.

Selected bidders shall have an appropriate contingency plan (including backup) to recover the application services / data as and when required (including during any disaster)

Data back-up shall be tested periodically and report to be shared with NHA

The Call Centre Service Provider shall keep the confidentiality, maintain secrecy of all confidential information and shall not, at any time, divulge such or any part thereof to any third party except as may be compelled by any court or Selected bidders of competent jurisdiction, or as otherwise required by law, and shall also ensure that same is not disclosed to any person voluntarily, accidentally or by mistake.

- a) **Compliance with Aadhaar Act (as applicable) and Regulations:** The Call Centre Service Provider and all their associates shall comply with the relevant provisions of the Aadhaar Act 2016 and the Aadhaar Regulations 2016, while receiving, transmitting, storing, processing or handling Aadhaar Data. Without prejudice to the specific provisions of the Act and the Regulations, the following provisions are brought to the notice of the bidders.
 - i. Any individual, entity or agency, which is in possession of Aadhaar number(s) of Aadhaar number holders, shall ensure security and confidentiality of the Aadhaar numbers and of any record or database containing the Aadhaar numbers.
 - ii. Any individual, entity or agency, which is in possession of Aadhaar number(s) of Aadhaar number holders shall not make public any database or record containing the Aadhaar numbers of individuals, unless the Aadhaar numbers have been redacted or blacked out through appropriate means, both in print and electronic form.

- iii. Such individual, agency or entity shall not share the Aadhaar number with any person or entity.
- iv. No entity, including a requesting entity, shall require an individual to transmit his Aadhaar number over the Internet unless such transmission is secure and the Aadhaar number is transmitted in encrypted form except where transmission is required for correction of errors or redressal of grievances. No entity, including a requesting entity, shall retain Aadhaar numbers or any document or database containing Aadhaar numbers for longer than is necessary for the purpose specified to the Aadhaar number holder at the time of obtaining consent.

Strategic Control of Operations to be provisioned - The final strategic control and governance shall still be with NHA for all its IT landscape management and operations. For ensuring strategic control of the operations –

- a) Approval of NHA shall be taken prior making changes / modifications of the deployed solution, database, data, configurations, security solutions etc. of the Government Community Cloud where such changes may affect the solutions of NHA.
- b) NHA shall own the super admin access of the application
- c) For any changes (including auto-provisioning and others that may or may not need prior approval) to the underlying cloud infrastructure, software, etc. under the scope of the Selected bidders, that has the potential to affect the Service Levels (performance, availability, etc.), NHA shall get alerts / notifications from the Selected bidders, both as advance alerts and post implementation alerts.
- d) NHA at its discretion may involve further users to facilitate the strategic control.

Request for Proposal (RFP)
for
“NHA Call Center”
Volume-II
(Contractual and Legal Specifications)

RFP No: S-12017/81/2023-NHA

Date of Publishing: 05.06.2024

Disclaimer

The information contained in this Request for Proposal (RFP) Document is being provided to interested bidders on the terms and conditions set out in this Tender. The purpose of this Tender Document (hereinafter called RFP: Request for Proposal) is to provide interested parties with information that may be useful to them in making their pre-qualification, technical and financial offers pursuant to this RFP.

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

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon the interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NHA accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein. The NHA, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, costs or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP Document or arising in any way for participation in this Bid Process. The NHA also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

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

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

About this RFP

This RFP is meant to invite proposals from interested organizations capable of delivering '**scope of work**' for "NHA call center" provided in this RFP. The content of this RFP has been documented as a set of two (II) volumes explained below.

- **RFP Volume I: Scope of Work, Evaluation and Bidding Process:** Volume I of RFP provides details on the proposed scope of work, payment terms and details that may be needed by the potential bidders to understand their eligibility, bidding process and formats for preparing the bids that NHA deems necessary to share with the potential bidders.
- **RFP Volume II: Contractual and Legal Specifications:** Volume II of RFP provides the contractual and legal terms that NHA wishes to specify at this stage.

This is Volume II of the RFP

Table of Contents

Disclaimer.....	2
About this RFP	3
1. Contractual and Legal Specifications	6
1.1 Definitions:.....	6
1.2 Approvals and Required Consents:.....	9
1.3 Scope of Work:.....	10
1.4 Payment Terms	10
1.5 Sub- contracting and Consortium	10
1.6 Intellectual Property Rights	12
1.7 Taxes & Duties	13
1.8 Liquidated Damages.....	14
1.9 Termination.....	14
1.10 Indemnity	17
1.11 Relationship	17
1.12 Obligations under the Service Levels and Change Control.....	17
1.13 Obligations, Representations and warranties of the Service Provider:	19
1.14 Audit Access, Reporting and Inspection	22
1.15 Assignment	22
1.16 Trademarks and Publicity.....	22
1.17 Notices	22
1.18 Variations and Further Assurance.....	23
1.19 Severability and Waiver:	23
1.20 Compliance with Applicable Law	23
1.21 Professional Fees	24
1.22 Ethics.....	24
1.23 Amendment	24
1.24 Limitation of Liability.....	24
1.25 Conflict of Interest:	25
1.26 Fraud and Corrupt Practices:	25
1.27 Force Majeure:.....	25
1.28 Performance Bank Guarantee	27
1.29 Insurance:.....	27
1.30 Adherence to Rules & Regulations:	29
1.31 Risk Purchase	29
1.32 Right to Vary	30
Annexure I: Service Agreement	32

Annexure II: Non-Disclosure Agreement	36
1. Definitions.....	36
2. Interpretation.....	37
3. Measurements and Arithmetic Conventions.....	37
4. Ambiguities within Agreement	37
5. Term	38
6. Scope of the agreement.....	38
7. Obligations of the receiving party.....	38
8. Exceptions to confidential information	39
9. Ownership of the confidential information	39
10. Dispute resolution.....	39
11. Variation.....	40
12. Waiver.....	40
13. Exclusion of Implied Warranties	40
14. Entire agreement	40
15. Severability.....	41
16. No partnership.....	41
17. Third parties.....	41
18. Successors and assigns.....	41
19. Notices	41
20. Language	42
21. Counterparts	42
22. Mitigation.....	42
23. Removal of difficulties	42
Annexure III: Individual Confidentiality Undertaking	44
Annexure IV– Format for Change Control Notice	45
SCHEDULES.....	46
Schedule: I Change Control Schedule	47
<i>Schedule: II Audit, Access and Reporting</i>	49

1. Contractual and Legal Specifications:

1.1 Definitions:

Term	Meaning
Adverse Effect	means material adverse effect on (a) the ability of the Successful Bidder/ Service Provider to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of the Agreement and/or RFP (b) the legal validity, binding nature or enforceability of the Agreement;
Agreement	means the Agreement as stated at Annexure I including Service Levels and Non-Disclosure Agreement, Integrity Pact together with all Articles, Annexures, Schedules and the contents and specifications of the RFP;
Applicable Law(s)	means applicable laws of India including any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision as may be in effect on the date of the execution of the Agreement (and amended from time to time) during the subsistence thereof, becomes applicable to the Project;
Business Hours	shall mean the working in 3 shifts. Again, for Web Server and other components which enable successful usage of web portals of Purchaser the working time should be considered as 24X7X365. It is desired that IT maintenance, other batch processes (like backup) etc. should be planned so that such backend activities have minimum effect on the performance;

<p>Confidential Information</p>	<p>Means all information including Purchaser Data (whether in written, oral, electronic or other format) which relates to the information or data, whether electronic, written or oral, relating to NHA and/or AB PMJAY/ and/or ABDM/ convergence schemes business, operations, financials, services, facilities, processes, methodologies, technologies, intellectual property, trade secrets, research and development, trade names, know-how, Personal Data, Sensitive Personal Data, plans, budget, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages/ codes, clients and suppliers, partners, principals, employees, consultants and authorized agents and any information which is of a manifestly confidential nature and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with the Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with the Agreement/RFP);</p> <p>Confidential Information may also include the Confidential Information of NHA's/ other NHA's clients, licensors, alliances, contractors and advisors.</p> <p>“Personal Data” shall mean any data / information that relates to a natural person which, directly or indirectly, in combination with other information available or likely to be available with, is capable of identifying such natural person and “Sensitive Personal Data” shall mean personal data revealing, related to, or constituting, as may be applicable— (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe; 6 (xii) religious or political belief or affiliation; or (xiii) any other category of data as per applicable laws of India as amended from time to time.</p> <p>All such information in whatever form or mode of transmission, which is disclosed by NHA to Service Provider in connection with the Project during</p>
--	---

Control	Means, in relation to any business entity, the power of a person to secure (i) by means of the holding of shares or the possession of voting power in or in relation to that or any other business entity, or (ii) by virtue of any powers conferred by the articles of association or other document regulating that or any other business entity, that the affairs of the first mentioned business entity are conducted in accordance with that person's wishes and in relation to a partnership, means the right to a share of more than one half of the assets, or of more than one half of the
Deliverables	Means the products, infrastructure and services agreed to be delivered by the Service Provider in pursuance of the agreement as per the Scope defined more elaborately in the RFP Volume 1.
Purchaser Data	Means all proprietary data of the department or its nominated agencies generated out of operations and transactions, documents all taxpayers data and related information including but not restricted to user data which the Service Provider obtains, possesses or processes in the context of
Material Breach	Means a breach by either Party (Service Provider) of any of its obligations under the Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure;
Parties	means Purchaser and Service Provider collectively for the purposes of the Agreement and individually as defined and/or as "Party" shall be interpreted accordingly;
Performance Security Deposit /Performance Bank Guarantee	Means the guarantee provided by a Nationalized Bank in favour of the Service Provider as per the terms stated in RFP and Agreement.
Service Levels	Means the level of service and other performance criteria which will apply to the Services delivered by the Service Provider and includes the Performance and Maintenance of SERVICE LEVELS.

Required Consents	Means the consents, waivers, clearances and licenses to use purchaser's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that Purchaser or their nominated agencies are required to make available to Service Provider
Third Party Systems	means systems (or any part thereof) in which the Intellectual Property Rights are not owned by the Purchaser or Service Provider and to which Service Provider has been granted a license to use and which are used in the provision of Services;
Safety and Security	shall imply NHA Information Security and Privacy Policies and guidelines as amended from time to time.
Service Provider	Shall mean the successful Bidder selected in terms of the RFP (Term "Agency" and "Service Provider" shall mean the selected Bidder only)
ABDM	<p>The Ayushman Bharat Digital Mission (ABDM) has been launched for promoting digitization and developing an open interoperable ecosystem by developing verified registries, platforms, reference applications, and open APIs. Digitization of processes in healthcare institutions shall be taken up by the dovetailing of various resources. Thus, ABDM seeks to bridge the gap among multiple stakeholders that are part of the healthcare ecosystem.</p> <p>The pilot project was launched with the name of National Digital Health Mission (NDHM) in the six union territories of Ladakh, Chandigarh, Dadra and Nagar Haveli and Daman and Diu, Puducherry, Lakshadweep and Andaman and Nicobar Islands on 15th August 2020. The nationwide rollout of this pilot project was announced by Hon'ble Prime Minister Shri. Narendra Modi on 27th September 2021 with the name "Ayushman Bharat Digital Mission" (ABDM).</p>

1.2 Approvals and Required Consents:

The Service Provider shall procure, maintain and observe all relevant and regulatory and Governmental licenses, clearances and applicable approvals (hereinafter the "Required Consents") necessary for the Service Provider to provide the Services. The costs of such Approvals shall be borne by the Service Provider for such costs in reference to the services as defined within the terms of the Agreement.

1.3 Scope of Work:

Detailed scope of work for the Service Provider shall be read as per section 4 of Volume 1 of the RFP.

1.4 Payment Terms

- i. Payments to Service Provider will be linked to the conformation of Service Levels as stated in this RFP. All payments shall be made in Indian Rupees (INR). The undisputed payments will be made to Service Provider as per section 8.1.6 of volume 1 of RFP by NHA.
- ii. The Purchaser shall not be responsible / obligated for making any payments or any other related obligations under this Agreement to the Service Provider's subcontractor, if any. The Service Provider shall be fully liable and responsible for meeting all such obligations and all payments to be made to sub-contractors (if any) and any other third party engaged by the Service Provider in any way connected with the discharge of the Service Provider's obligation under the Agreement and in any manner whatsoever. All undisputed and eligible payments will be made by the Purchaser in favour of the Service Provider only.
- iii. The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.
- iv. Service Provider shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.
- v. Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.
- vi. The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on 'Calendar month' basis" along with the penalties in line with Service Levels.
- vii. The invoices submitted and Service Levels imposed will be verified by NHA. In the event of any wrong payment to Service Provider, the difference shall be adjusted from the subsequent payments/ dues / performance bank guarantee as the case may be.
- viii. In case of early termination of the Agreement, the payment shall be made to the Service Provider as mentioned here with:
Assessment will be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Service Provider shall provide the details of the output/services performed during this period with supporting documents. Based on such details, NHA will evaluate the submissions and if satisfied shall make such undisputed payment calculated based on the specified rate/s subject to Service Levels/penalties as laid down in the terms of the RFP.

1.5 Sub- contracting and Consortium

- 1.5.1. Bids received from Consortiums will not be considered.
- 1.5.2.

- i. Subcontracting of any work as entailed in the Scope of the RFP is allowed as detailed in Section 5.6 "Consortium and Sub-Contracting" of Volume 1 of the RFP subject to the stated terms and Conditions. It is further clarified that the Service Provider shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors.
- ii. The Service Provider undertakes to indemnify the Purchaser or its nominated agencies from any claims on the grounds stated hereinabove.
- iii. Prior to executing any contract or entering into any contract or understanding with a sub-contractor, the Service Provider shall ensure that each sub-contractor appointed by the Service Provider executes a non-disclosure agreement. Execution of Non-Disclosure Agreement by the subcontractor shall not in any way relieve the Service Provider from any of its obligations and liabilities under this Agreement.
- iv. The Service Provider shall ensure that the subcontractor proposed by Service Provider is competent and professional and possess the requisite qualifications and experience appropriate to the tasks they will perform under this Agreement and as stated in Scope of work.
- v. Any change of the sub-contractor(s), after the arrangement is firmed up, will be made by the Service Provider only with the prior written approval of the Purchaser.
- vi. The Service Provider shall be responsible and shall ensure the proper execution and performance of the services or tasks so sub-contracted and shall be liable for any non-performance or breach by such sub-contractor. The Service Provider indemnifies and shall keep indemnified the Purchaser against any losses, damages, claims or such other implications arising from or out of the acts and omissions of such sub-contractor. The Service Provider shall be responsible for making all payments to the sub-contractor as may be necessary, in respect of any work performed or task executed, and the Purchaser shall not be responsible for any part or full payment, which is due to such sub-contractor.
- vii. All rights of use of any process, service or facility developed or any other task performed by the subcontractor for the Service Provider or the Purchaser for the purposes of this Agreement, under a subcontract agreement would lie exclusively with the Purchaser in perpetuity free from all liens, encumbrances and other third-party rights and the Service Provider shall, wherever required take all steps that may be necessary to ensure the use of such rights by the Purchaser. Ownership and all rights of use of all deliverables / documents/ reports etc. supplied by the Service Provider and/or by authorized subcontractor for the Service Provider for the purposes of this Agreement, under a subcontract agreement would lie exclusively with the Purchaser in perpetuity free from all liens, encumbrances and other third party rights and the Service Provider shall, wherever required take all steps that may be necessary to ensure the ownership and use of such rights by the Purchaser. Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed by the subcontractor solely during execution of this Agreement. The Service Provider will provide the undertakings given by the subcontractor within 30 days from the date of appointment of subcontractor to disclose all such Intellectual Property Rights arising in performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.
- viii. Nothing in this Agreement or any subcontract agreement hereunder shall relieve the Service Provider from its liabilities or obligations under this Agreement to provide the Services in

accordance with this Agreement.

- ix. Where the Purchaser deems necessary, it shall have the right to require replacement of any sub-contractor with another sub-contractor and the Service Provider shall in such case find of the suitable replacement for such sub-contractor to the satisfaction of the Purchaser at no additional charge. Failure on the part of the Service Provider to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Service Provider all losses/ or other damages that may have resulted from such failure. In case the Service Provider terminates any contract/arrangement or agreement with a sub-contractor for any reason whatsoever, the Service Provider shall ensure the smooth continuation of Services by providing forthwith, a suitable replacement which is acceptable to the Purchaser at no additional charge. In case of a replacement of the sub-contractor, the new sub-contractor shall have the qualification at least as good as the replaced subcontractor.
- x. The Service Provider along with the Sub-Contractors/third parties shall be bound by all undertakings and representations made by the authorized representative of the Service Provider and any covenants stipulated hereunder, with respect to this Agreement/RFP, for and on their behalf.
- xi. The Purchaser's Representative may at any time request the Service Provider to remove from the Services any employee of the Service Provider or its sub-contractor or any person(s) deployed by the Service Provider or its sub-contractor for professional incompetence or negligence or for being deployed for work for which he is not suited or for unethical, corrupt, fraudulent behavior. The Service Provider shall consider the Purchaser's Representative request and may accede to or disregard it except that in case of unethical, corrupt, fraudulent behavior the Service Provider shall remove the person immediately. The Purchaser's Representative, having made a request, as aforesaid in the case of any person, which the Service Provider has disregarded, may in the case of the same person at any time but on a different occasion, and for a different instance of one of the reasons referred to above in this Clause object to and require the Service Provider to remove that person from deployment on the work, which the Service Provider shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of the Purchaser's Representative. The Purchaser's Representative shall state to the Service Provider in writing his reasons for any request or requirement pursuant to this clause. The Service Provider shall promptly replace every person removed, pursuant to this section, with a competent substitute. The change or revision of resources shall be subject to levy of penalties/service Levels as provided in the RFP.

1.6 Intellectual Property Rights

- i. Each Party acknowledges that the ownership of and all rights in relation to Intellectual Property of either Party or any third party on Pre-existing Work shall continue to remain property of that Party or the third party (subject to valid third-party license), as the case may be and that there is no change to any right, title or interest in Intellectual Property over such Pre-existing work by virtue of the Agreement. However, to the extent Service Provider's Pre-existing Work is embedded in the deliverables and/or work developed or prepared under the RFP/Agreement, Service Provider agrees

that it shall grant to NHA non-exclusive, perpetual license to use its Pre-existing Work in the form delivered to it in connection to the Agreement.

Service Provider acknowledges that all deliverables / reports / work developed, prepared and completed including work-in-progress, during the Term of the Agreement and extension thereof, shall belong to NHA and shall remain sole and exclusive property of NHA and all the Intellectual Property Rights in respect of the same shall vest with NHA. It is clarified that the Service Provider shall not outsource/sub-contract the solution as required for the scope of the RFP.

Service Provider acknowledges that the deliverables / work prepared under the Agreement shall be considered as “work made for hire” by the Service Provider for NHA, and, therefore, deliverables shall remain the sole and exclusive property of NHA for ownership and any future use.

Service Provider shall bear full responsibility for the intellectual property violation, and any compensation / fines / damages in this regard shall be fully borne by the Service Provider. If, as a result of such violation, NHA is enjoined from using such Third Party IPR or any part thereof or in is likely to be enjoined, Service Provider, at its expense, shall (i) modify the Third Party IPR (provided its functionality is not impaired) so that it is no longer infringing and obtains a certificate to the said effect at its own cost and expense from the third party claiming infringement, and/or (ii) obtain the right for NHA to continue use of such Third Party IPR, at its own cost and expense.

Ownership of Documents: The Purchaser shall own all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Service Provider in the course of performing the Services. Forthwith upon expiry or earlier termination of the Agreement and at any other time on demand by the Purchaser, the Service Provider shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Service Provider in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Service Provider shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

1.7 Taxes & Duties

Subject to as specified in Section 8.1.6 of Volume 1 of the RFP, The Service Provider is liable for all taxes and duties etc. as applicable such as, but not limited to duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. All prices quoted for the purpose of this RFP and the resultant agreement/contract shall be inclusive of all applicable taxes. The Service Provider shall be entirely responsible for all taxes, duties and license fees, etc. incurred on the contracted Services to the Purchaser. The Service Provider agrees to reimburse and hold the Purchaser or its nominated agencies harmless from any deficiency including penalties and interest relating to taxes that are its responsibility. If there is any reduction or increase in duties and taxes due to statutory and /or applicable laws whatsoever after submission of Bid by the Bidder, the same shall be passed on to the Purchaser accordingly.

The Service Provider shall bear all personnel taxes levied or imposed on its personnel, sub-contractor's personnel, Service Providers consultants etc. on account of payment received under this Agreement. The Service Provider shall bear all corporate taxes, levied or imposed on the Service Provider on account of payments received by it from the Purchaser for the work done under this Agreement.

The Service Provider shall also be responsible for having his sub-contractors under its sub-contract(s) to pay all applicable taxes on account of payment received by the sub-contractors from the Service Provider for works done under the sub-contracts in relation to this Agreement and the Purchaser will in no case bear any responsibility for such payment of taxes. It shall be the responsibility of the Service Provider to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Service Provider shall also provide the Purchaser such information, as it may be required in regard to the Service Provider's details of payment made by the Purchaser under the Agreement for proper assessment of taxes and duties. The Service Provider and his sub-subcontractors or their personnel shall bear all the taxes if any, levied on the Service Provider's, sub-contractors' and the Service Provider's personnel.

If, after the date of the Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the Purchaser for providing the goods and services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Service Provider under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Service Provider shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

Bidder shall provide the cost of the services and all applicable taxes separately as per the format provided in the RFP.

1.8 Liquidated Damages and Penalties

Time is the essence of the Agreement and the delivery dates are binding on the Service Provider. In the event of delay and/or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Service Provider, in meeting the deliverables/service levels, NHA shall be entitled at its option to recover from the Service Provider as agreed, liquidated damages/penalties, as specified under clause 8.1.7 and 8.1.8 of Volume 1 of the RFP. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to NHA under the terms and conditions of the RFP, contract and as per applicable law including the right of forfeiture of PBG. Once the maximum percentage of liquidated damages/penalties as stated in the said clause in Volume 1 reaches/ cross the cap so stated, the Purchaser shall have the right and may at its discretion terminate the Agreement for default and consequences/effects for such termination as stated in Section 1.9 hereinbelow and in the Agreement shall become applicable. Each of the Parties shall ensure that the range of the Services/Deliverables under the Service Levels shall not be varied, reduced or increased except with the prior written agreement between the Purchaser and the Service Provider in accordance with the provisions of Change Control set out in this Agreement

1.9 Termination

1.9.1 FOR MATERIAL BREACH

i. In the event that NHA believes that the Service Provider is in Material Breach of its obligations under the Agreement, NHA may terminate the Agreement upon giving a one month's notice for curing the

Material Breach to the Service Provider. In case the Material Breach continues, post expiration of 30-day cure period, the Purchaser will have the option to terminate the Agreement without any further notice. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

- (a) If the Service Provider is not able to deliver the services as per the SERVICE LEVELS defined in RFP which translates into Material Breach, then the Purchaser may serve 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Purchaser will have the option to terminate the Agreement. Further, the Purchaser may offer a reasonable opportunity to the Service Provider to explain the circumstances leading to such a breach.
- (b) If the Service Provider any of their personnel or their sub-contractors or such sub-contractor's personnel, in the judgement of the NHA, has engaged in fraudulent and corrupt practices or acted with mala-fide intentions in competing for or in execution of the Contract and/or have been involved in any fraudulent or corrupt practices or any other practice of similar nature.
- (c) In the event that Service Provider undergoes such a change of control, Purchaser may, as an alternative to termination, require a full Performance Guarantee for the obligations of Service Provider by a guarantor acceptable to Purchaser or its nominated agencies. If such a guarantee is not furnished within 30 days of Purchaser's demand, the Purchaser may exercise its right to terminate the Agreement in accordance with this Clause by giving 15 days further written notice to the Service Provider.
- (d) If the Service Provider becomes or any of its Sub-Contractor becomes (which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (f) If the Service Provider submits to the Purchaser a false statement which has a material breach/adverse effect on the rights, obligations or interests of the Purchaser.
- (g) If the Service Provider and/or Sub- Contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- (h) If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing.
- (i) In the event of Service Provider found:
 - i. Sub-contracting of work/services without the prior written approval of NHA
 - ii. Provided incorrect information to NHA

1.9.2 TERMINATION FOR CONVENIENCE

- i. The Purchaser may at any time terminate the Contract for any reason by giving the Service Provider a notice of termination that refers to this clause.
- ii. Upon receipt of the notice of termination under this clause, the Service Provider shall either as soon as reasonably practical or upon the date specified in the notice of termination:
 - a. deliver to the Purchaser the parts of the System executed by the Service Provider up to the date of termination;
 - b. to the extent legally possible, assign to the Purchaser all right, title, and benefit of the Service Provider to the System, or Subsystem, as at the date of termination, and, as may be required by the Purchaser, in any Contracts concluded between the Parties for this RFP
 - c. deliver to the Purchaser all non-proprietary drawings, specifications, and other documents prepared by the Service Provider as of the date of termination in connection with the System and/or Solution.

1.9.3 MUTUAL TERMINATION

This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement by giving 3 months advance notice specifying the termination date and submission of required deliverables and payment therein.

The transition activity in every aspect must be completed. Service provider must make sure that all transitional activities lying on its part like data transfer etc. are completed before the notice period expires. NHA also reserves the right to continue working with existing service provider till the time all ongoing campaigns/queues are successfully transitioned to newly identified service provider.

1.9.4 EFFECTS OF TERMINATION

- i. In the event that Purchaser terminates the Agreement pursuant to failure on the part of the Service Provider to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Service Provider shall be forfeited
- ii. Upon termination of the Agreement, the Service Provider will comply with the Exit Management procedure as laid down by NHA at time of such termination and provide all the requisite support for smooth transition and handover of the operations and assets.
- iii. In the event that Purchaser terminates the Agreement, the compensation will be decided in accordance with the Terms of Payment set out in terms of RFP and the Agreement.
- iv. Purchaser agrees to pay such undisputed amount to Service Provider for all charges for Services, Service Provider provides and any Deliverables and/or system (or part thereof) Service Provider delivers through termination and any charges at the tendered rate, for extension period beyond termination as decided as per Exit Management.

1.9.5 Termination of the Agreement due to Insolvency and /or bankruptcy of Service Provider

The Purchaser may serve written notice on Service Provider at any time to terminate the Agreement with immediate effect in the event that it is found that the Service Provider is reported as insolvent and/or bankrupt and/or an apprehension of such insolvency and bankruptcy is reported to the Purchaser or its nominated agencies.

- 1.9.6** In the event Purchaser terminates the Agreement in whole or in part, as per the above excluding for convenience, Purchaser may procure and install, upon such terms and in such manner as it deems

appropriate, similar setup. It will be done at the risk and cost of the Service Provider. However, the Service Provider shall continue performance of the Contract to the extent not terminated. All data /reports collected /received by the Service Provider shall be returned to NHA in its original form upon such terminations. Bidder shall not have any right on this database, which is proprietary to NHA.

1.10 Indemnity

1.10.1. Service Provider (the "Indemnifying Party") undertakes to indemnify, hold harmless the Purchaser (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") caused/claimed to/from NHA due to any act and/or omission leading to breach of obligations of Service Provider under the agreement or on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or lack of due care or non-performance under the Agreement .

1.10.2 If the Indemnified Party notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents and or any other right incorporated in Service Provider of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.

1.11 Relationship

a. Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent, employer employee as between the NHA (or the Government Department) and the "Service Provider". No partnership shall be constituted between NHA (or the Government Department) and the Service Provider by virtue of this registration nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other Registration a partnership has been constituted, or that it has any such power. Service Provider shall be fully responsible for the services performed by them or on their behalf.

b. Service Provider shall not use NHA / PMJAY/ABDM/other convergence schemes name or any service or proprietary name, mark or logo of Associated with NHA over any media for promotional/or non-promotional purposes without first having obtained the NHA's prior written approval over the content and media for such release.

1.12 Obligations under the Service Levels and Change Control

1.12.1. The service levels to be met by the Service Provider are specified in section 8.1.7 and 8.1.8 of Volume 1 of the RFP. Each party shall observe and perform the obligation stated herein pertaining to service level.

- (i) The Parties hereby expressly agree that for the purpose of giving full and proper effect to the Service Levels, the Agreement and the Service Level shall be read together and construed harmoniously.
- (ii) Subject to clause 1.10, The Service Provider will deliver the service levels in accordance with the service level metrics as set out in detail in section 8.1.7 and 8.1.8 of Volume 1 of the RFP.
- (iii) This Service Levels shall also govern the provision of the contracted professional services of the Service Provider to NHA and its nominated agencies after the effective date.
- (iv) The Service Levels shall ensure the following:
 - a) Establishment of accountability of the Service Provider;

- b) Definition of NHA's expectations in terms of services provided;
 - c) Establishment of the relevant performance measurement criteria;
 - d) Definition of the service level expectations;
 - e) Definition of the escalation process;
 - f) Establishment of the framework for Service Levels change management
- (v) For the avoidance of doubt, it is expressly clarified that NHA may also calculate a financial sum and debit the same against the terms of payment as defined in the terms of payment schedule of this agreement or as defined in section 8.1.6 of Volume 1 of the RFP, as a result of the failure of the Service Provider to meet the service levels set out in the RFP.

1.12.2. Change of Control

- (a) In the event of a change of control of the Service Provider during the Term, the Service Provider shall promptly notify Purchaser and/or its nominated agencies of the same in the format set out as Annexure IV of the Agreement.
- (b) In the event that the net worth of the surviving entity is less than that of Service Provider prior to the change of control, the Purchaser or its nominated agencies may within 30 days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the Service Provider from a guarantor acceptable to the Purchaser or its nominated agencies (which shall not be Service Provider or any of its associated entities).
- (c) If such a guarantee is not furnished within 30 days of the Purchaser or its nominated agencies requiring the replacement, the Purchaser may exercise its right to terminate the Agreement within a further 30 days by written notice, to become effective as specified in such notice.
- (d) Pursuant to termination, the effects of termination as set out in Clause 1.9 shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the Service Provider shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

1.12.3. Updating of the Service Levels:

(a) The Parties anticipate that the Service Levels need to be re-evaluated and modified to account for changes in work environment and technology from time to time. Hence, they hereby agree to revise the terms of the Agreement on an annual basis.

(b) The Parties hereby agree upon the following procedure for revising the Service Levels:

- i. Any and all changes to the Service Levels will be initiated in writing between the Buyer and the Service Provider, the service levels in the Agreement shall be considered to be standard for the Buyer and shall only be modified if both Parties agree to an appended set of terms and conditions;
- ii. Only the Buyer or the Service Provider may initiate a revision to the Service Levels; (iii) A notice of the proposed revision ("Service Level Change Request") shall be served to the Buyer or the Service Provider as the case may be;
- iii. The Service Level Change request would be deemed to be denied in case it is not approved by NHA within a period of 15 days and/or as intimated at time of such request;

- iv. In the event that Buyer/ Service Provider approves of the suggested change the change shall be communicated to all the Parties and the Service Level Change request would be appended to the Agreement;
- v. The Buyer shall update and republish the text of Agreement annually to include all the Service Level Change Requests that have been appended to the Agreement during the year. Such republished Agreement shall be circulated to all the Parties within days of such change taking place.

1.12.4. The Parties shall each ensure that the range of the Services under the Service Level shall not be varied, reduced or increased except with the prior written agreement between the Purchaser and Service Provider in accordance with the Change Control Schedule set out in Schedule I of the Agreement. Save for the express terms of the Terms of Payment as set out in RFP , Purchaser or its nominated agencies and its users may purchase any particular category of Services that may become necessary as per the Change Control Schedule set out in Schedule I of the Agreement , without the need to go for a separate procurement process.

1.13 Obligations, Representations and warranties of the Service Provider:

1.13.1. The SERVICE PROVIDER represents and warrants to the Purchaser or its nominated agencies (such representations shall remain in force during the Term and extension thereto), the following:

- a. it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under the Agreement and other agreements and to carry out the transactions contemplated hereby;
- b. it is a competent provider of a variety of information technology and business process management services;
- c. acknowledges to have read and agrees to abide by NHA Information and Security Policy and Privacy guidelines as amended by NHA from time to time.
- d. it has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of the Agreement and to validly exercise its rights and perform its obligations under the Agreement;
- e. Service Provider agrees and acknowledges that at no time it shall store the data and/or information received during the term of this agreement for the purposes other than as specified hereunder;
- f. That all conditions precedent under the Agreement have been satisfied;
- g. That the selected Service Provider has the power and the authority that would be required to enter into the Agreement and the requisite experience, the technical know-how and the financial wherewithal required to successfully execute the terms of the Agreement and to provide services sought by the Purchaser under the Agreement ;
- h. That the Service Provider and its team has the professional skills, personnel, infrastructure and resources/ authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the tender and the Agreement;

- i. That the Service Provider shall ensure that all assets/ components including but not limited to equipment, software, licenses, processes, documents, etc. installed, developed, procured, deployed and created during the term of this agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary requirements;
- j. The Service Provider team shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or the Agreement. The Service Provider shall however, have no claim to any right, title, lien or other interest in such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term thereof;
- k. from the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of the Agreement;
- l. in providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to Purchaser's normal business operations
- m. the Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under the Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- n. the information furnished in the SERVICE PROVIDER 's response to the RFP and any subsequent clarification pertaining to the evaluation process, furnished on or before the date of the Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of the Agreement;
- o. That the representations made by the Service Provider in its Proposal and in the Agreement are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Agreement and the RFP and unless the Purchaser specifies to the contrary, the Service Provider shall be bound by all the terms of the Agreement;
- p. the execution, delivery and performance of the Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- q. there are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of the Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under the Agreement;
- r. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under the Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under the Agreement;
- s. it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under the Agreement;

- t. That the Service Provider certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including but not limited to stamp duty, registration charges or similar amounts which are required to be affected or made by the Service Provider which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made;
- u. no representation or warranty by it contained herein or in any other document furnished by it to Purchaser or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- v. no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into the Agreement or for influencing or attempting to influence any officer or employee of Purchaser or its nominated agencies in connection therewith.
- w. Service Provider agrees and acknowledges that data in terms of the Agreement shall always remain within territorial jurisdictions of India. And it shall at all time abide by the Data Privacy and Protection laws in reference to the services required in terms of RFP and Agreement.
- x. Service Provider shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement.
- y. Service Provider perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods.
- z. Keep all system software i.e. OS, antivirus, office applications etc., as per the terms of the RFP up to date by installing regular upgrades / patches.
- aa. Deploy and maintain the requisite Software Solution as per the requirements of RFP
- bb. Ensure adequate security of software system from viruses, Trojan horses, spyware, worms, Denial of Service (DoS) attack, fire, flood, power outage, natural disaster/ natural calamity etc.

1.13.2. Obligations of the Service Provider

- a. It shall provide to the Purchaser or its nominated agencies, the Deliverables as set out Scope of work
- b. It shall perform the Services as set out in the RFP and in a good and workman like manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.
- c. It shall ensure that the Services are being provided as per the Project Timelines set out in the RFP.
- d. It shall carry out all the regulatory obligations enjoined by the applicable laws relating to information security and privacy of personal data, sensitive personal data and health data
- e. It shall comply with NHA's Information Security and Privacy policy as amended from time to time.

1.14 Audit Access, Reporting and Inspection:

The Service Provider shall allow access to the Purchaser or its nominated agencies to all information which is in the possession or control of the Service Provider and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by the Purchaser to comply with the terms of the Audit, Access and Reporting Schedule set out as Schedule II of the Agreement .

1.15 Assignment

(a) All terms and provisions of the Agreement shall be binding on and shall inure to the benefit of the Purchaser and the Service Provider.

(b) The Service Provider shall not be permitted to assign or transfer any or all its rights and obligations under the Agreement to any third party without the prior written permission of the Purchaser.

(c) The Purchaser may assign or novate all or any part of the Agreement and Schedules/Annexures, and the Service Provider shall be a party to such novation, to any third party contracted to provide outsourced services to Purchaser or any of its nominees.

1.16 Trademarks and Publicity:

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Service Provider shall not publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to the Agreement , without prior reference to and approval in writing from NHA, such approval not to be unreasonably withheld or delayed.

1.17 Notices

a. Any notice or other document which may be given by either Party under the Agreement shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.

b. In relation to a notice given under the Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

<Insert address>

Tel:

Fax:

Email:

Contact:

With a copy to:

Service Provider

Tel:

Fax:

Email:

Contact:

(d) In relation to a notice given under the Agreement, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.

(e) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

(f) Either Party to the Agreement or to they may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

1.18 Variations and Further Assurance

(a) No amendment, variation or other change to the Agreement or the Service Levels shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule set out in Schedule I of the Agreement. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to the Agreement or the Service Levels.

(b) Each Party to the Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in the Agreement.

1.19 Severability and Waiver:

(a) If any provision of the Agreement , or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of the Agreement or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

(b) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to the Agreement of any right, remedy or provision of the Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

1.20 Compliance with Applicable Law

i. The Service Provider shall comply with the provision of all applicable laws including information technology laws, data protection guidelines, Privacy laws, labor laws, rules, regulations and notifications issued there under from time to time. All safety and laws enforced in India by statutory Bodies and/or by government order and by the Purchaser shall be applicable in the

performance of the Agreement and the Service Provider shall abide by these laws. The Service Provider shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations. The Service Provider shall also adhere to all security requirement/regulations of the Purchaser during the execution of the work.

ii. Each Party to the Agreement accepts that its individual conduct shall (to the extent applicable to its business like the Service Provider) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of the Agreement . All legal disputes are subject to the exclusive jurisdiction of New Delhi, courts only.

iii. During the tenure of the Agreement, the Service Provider shall comply with all Applicable Laws and shall obtain and maintain all statutory and other approvals required for the performance of the Services under the Agreement and nothing shall be done by the Service Provider or any of the Sub-contractor in contravention of any Applicable Law or any amendment thereof.

1.21 Professional Fees

All expenses incurred by or on behalf of each Party to the Agreement, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of the Agreement shall be borne solely by the Party which incurred them.

1.22 Ethics

The Service Provider , for itself and on behalf of its subcontractors, agents, representatives, employees etc., represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of the Purchaser or its nominated agencies in connection with the Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of the Purchaser's standard policies and may result in cancellation of the Agreement .

1.23 Amendment

Any amendment to the Agreement shall be made by mutual written consent of all the Parties recorded and executed as an Amendment to the Agreement.

1.24 Limitation of Liability

Notwithstanding anything contrary contained in this RFP/Agreement, Service Provider's total liability shall be limited to the contract Value mentioned in all the SOWs/Work Orders entered between NHA and the Service Provider till the date on which such liability arises.

This section shall not be applicable in case of breach of confidentiality and security obligations provided that such a breach is caused by Service Provider's act and/or omission.

1.25 Conflict of Interest:

The Service Provider shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Service Provider or its Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

1.26 Fraud and Corrupt Practices:

NHA requires that the Service Provider engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s). The following terms apply in this context:

- i. NHA shall reject the application for Registration, if the Service Provider has been determined by NHA to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.
- ii. These terms are defined as follows:
 - a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NHA or any Government Department during the tenure of Agreement.
 - b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to NHA, and includes collusive practice among Service Provider s (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive NHA of the benefits of free and open competition.
 - c) "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which was agreed to.
 - d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of registration.
 - e) "Collusive practices" means a scheme or arrangement between two or more Service Provider s with or without the knowledge of the NHA, designed to establish prices at artificial, non-competitive levels;
- iii. NHA will reject an application for award, if it determines that the Service Provider recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the registration period.
- iv. The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods.

1.27 Force Majeure:

- i. "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Service Provider as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- ii. A Force Majeure shall include, without limitation, the following:
 - a. war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

- b. strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
 - c. fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, and pressure waves, or other disaster;
- iii. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.
- iv. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended provided that the Party seeking for invocation of Force Majeure has taken all reasonable measures and that such event is not occurred due to Party's willful and negligent act and/or omission.
- v. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate.
- vi. Subject to provisions of this Clause. No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
 - (a) constitute a default or breach of the Contract;
 - (b) give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance, if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.
- v. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.
- vi. In the event of termination pursuant to Clause 1.9, the rights and obligations of the Purchaser and the Service Provider shall be as specified in the clause titled Termination
- vii. For the avoidance of doubt, it is expressly clarified that the failure on the part of the Service Provider under the Agreement to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the Agreement

against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking etc. aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Service Provider will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

- viii. Notwithstanding anything stated in this RFP, Parties agree and acknowledge that current situation of outbreak of Covid-19 will not be considered as a force Majeure for purposes of Services under this Agreement. Service Provider at all time will ensure to deliver its services as per the Scope of Work. Service Provider will be responsible for any failure to perform its obligations under this contract, unless if it is prevented in performing of those obligations by an event of Government Order subject to written instruction and approval from NHA in this regard.

1.28 Performance Bank Guarantee

The Service Provider shall submit a Performance Bank Guarantee in the form of unconditional, unequivocal and irrevocable Bank Guarantee (BG) from any Scheduled Indian Bank as per the manner and form prescribed in section 8.1.3 of Volume 1 of the RFP.

NHA may invoke the performance guarantee in case the Service Provider fails to discharge its contractual obligations during the agreement term. In the event of the Service Provider is being unable to service the Agreement for the reasons attributable to the Service Provider, its subcontractors, or any team members, the Purchaser shall have the right to invoke the Performance Guarantee. Notwithstanding and without prejudice to any rights whatsoever of the Purchaser under the Agreement in the matter, the proceeds of the guarantees shall be payable to the Purchaser as compensation for any loss resulting from the failure of Service Provider, or any team members to perform/comply its obligations under the contract. The Purchaser shall notify the bidder in writing of the exercise of its right to receive such compensation, indicating the contractual obligation(s) for which the Service Provider is in default.

The Purchaser shall also be entitled to make recoveries from the Service Provider's bills, guarantees, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement in terms of RFP and/or contract.

1.29 Insurance:

1.29.1. Obligation to maintain insurance:

In connection with the provision of the Services, the Service Provider must have and maintain for the Agreement Period, valid and enforceable insurance coverage. The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in

India by the Service Provider or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;

- (b) Third Party liability insurance, with a minimum coverage of the value of the contract
 - (c) Professional liability insurance, with a minimum coverage of the value of the contract
 - (d) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
 - (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.
- 1.29.2. for 01 year <one> year following the expiry or termination of the Agreement, valid and enforceable insurance. The amount shall be in Indian Rupees (INR)
- 1.29.3. In the event of any failure by the Service Provider to comply with the insurance requirements set out in the agreement, Purchaser may, without in any way compromising or waiving any right or remedy, at law or in equity, upon five (5) days' written notice to the Service Provider, purchase such insurance, at the Service Provider expense, provided that Purchaser shall have no obligation to do so and if Purchaser shall do so, the Service Provider shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages. All such reasonable costs incurred by Purchaser shall be promptly reimbursed by the Service Provider and/or may be withheld from any payment due to Service Provider. None of the requirements contained herein as to types, limits or Purchaser's approval of insurance coverage to be maintained by the Service Provider are intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by the Service Provider under the agreement, or otherwise provided by law.
- 1.29.4. The Service Provider shall not use these documents for purposes unrelated to the Agreement without the prior written approval of the Purchaser and shall produce the same as and when required. The Service Provider agrees to replace any insurance coverage prior to the date of expiry/cancellation. Purchaser or its nominated agencies may, at its election, terminate the Agreement, upon the failure of Service Provider or notification of such failure, to maintain the required insurance coverage. Inadequate insurance coverage for any reason shall not relieve Service Provider of its obligations under the Agreement.

1.30 Adherence to Rules & Regulations:

- a. Compliance with laws: Each party will comply with all applicable laws of India along with applicable export and import laws and regulations.
- b. The Service Provider shall comply with the provisions of all laws including employment and labour laws, rules, regulations and notifications issued there under from time to time (such as minimum wages Act, Payment Wages Act, EPF Act, ESI, shop and establishment act and contract labour act etc.) All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws and agrees to provide the relevant proof of compliance as and when demanded by Purchaser subject to relevant Scope of Work. Subject to Clause 1.10, At no point in time shall Purchaser be held liable for any claims relating to such issues.
- c. The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.
- d. The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000, Right to Privacy and Data Protection Laws etc.
- e. The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- f. Service Provider will provide all third-party components solely on a pass-through basis in accordance with the relevant third-party terms and conditions.

1.31 Risk Purchase:

If the Service Provider fails to perform its obligations (or any part thereof) under the Agreement or if the Agreement is terminated due to breach of any obligations and/or terms and conditions by the Service Provider under the Agreement, NHA reserves the right to procure the same or equivalent Services from alternative sources at the Service Provider's risk and responsibility. Any incremental cost borne by the NHA in procuring such Services shall be borne by the Service Provider. Any such incremental cost incurred

in the procurement of such Services from alternative source will be recovered from the undisputed pending due and payable Payments /Security Deposit / Performance Bank Guarantee provided by the Service Provider under the Agreement and if the value of the Services under risk purchase exceeds the amount of Security Deposit and / or Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process.

1.32 Right to Vary :

Subject to as stated in Scope of Work in Volume 1,

- i. If the Purchaser does not procure or procures less than the quantity specified in the Volume 1 of the RFP due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- ii. Additional requirement may be placed by the procuring entity as specified bidding documents.

Repeat orders or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period and/or other terms and conditions shall accordingly be extended on the same terms and conditions as stated in the RFP.

Annexures

Annexure I: Service Agreement

THIS AGREEMENT (hereinafter referred to as the "AGREEMENT") made on this ____ day of 2024 at Delhi, India by and between

National Health Authority through its _____, (hereinafter referred to as "NHA/ the Purchaser") which expression shall unless repugnant to the context or meaning thereof mean and deemed to include its authorized representatives and permitted assigns of the FIRST PART

and

_____ having its Office at _____ represented by its Authorized Signatory (hereinafter referred to as "the Vendor"/ "Service Provider/") which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators, Legal Representatives and permitted Assigns of the SECOND PART.

- A. WHEREAS Purchaser issued an RFP Dated 2024 "RFP", since purchaser was desirous to procure Service Provider for providing the Services as defined in the Scope of Work as specified in RFP Volume 1 Section 4 at contracted rates for provisioning of related services.
- B. AND WHEREAS _____ has been selected as the successful Bidder and has agreed to _____ provide Services as listed in RFP Document No _____ dated _____ 2024.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Definition and Interpretations

In the Agreement the following words and expressions shall have the meaning hereby assigned to them, except where the context requires otherwise:

- i. "Agreement" shall mean this agreement together with all its Schedules and appendices and any amendments thereto made in accordance with the provisions herein read with terms of RFP
- ii. "Service Provider shall mean organization who is selected as the successful Bidder under in terms of RFP.
- iii. "Intellectual Property Rights / IPR" shall mean all rights, titles and interest in the patents, copyrights, trade secrets, operating practices / procedures, design rights, domain names, registered designs, trade and service marks (registered and unregistered), rights in know-how, rights in relation to databases, trade secrets, rights in relation to Confidential Information and all other intellectual property rights throughout the world including.
 - a. All registrations and pending registrations relating to any such rights and the benefit of any pending applications for any such registration; and
 - b. All reversions, extensions and renewals of any such rights.

"Pre-existing work" shall mean any material / information which is: Created, developed and/or provided prior to the Effective Date of the Agreement by either Party; or Created, developed and / or obtained independently from third party by either Party and such material / information pre-exist the Agreement and has no relation / connection with the Agreement.

- iv. "Project" shall mean provision of services to NHA as per Volume 1 of the RFP.
2. In the Agreement words and expressions not defined herein shall have the same meanings as are respectively assigned to them in the RFP and Conditions of Contract.
3. Interpretation:

In the Agreement, unless otherwise specified:

- a. references to Clauses, Sub-Clauses, Paragraphs, Schedules and Annexures are to clauses, sub-clauses, paragraphs, schedules and annexures to the Agreement and to RFP
- b. use of any gender includes the other genders;
- c. references to a 'company' shall be construed to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d. References to a 'person' shall be construed to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether having separate legal personality);
- e. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted from time to time;
- f. any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g. references to a 'business day' shall be construed as a reference to a day as per English Calendar Month (other than National Holiday on which banks in the state of are generally close for business);
- h. references to times are to Indian Standard Time;
- i. a reference to any other document referred to in the Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- j. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of the Agreement.
- k. Service Provider/ Successful Bidder/Agency has been used for the same entity i.e. bidder selected for the project under terms of the RFP
- l. All measurements and calculations shall be in the metric system and calculations done to two decimal places, with the third digit of five or above being rounded up and below five being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

3. Ambiguities

In case of ambiguities or discrepancies within the Agreement, the following principles shall apply:

- (i) as between two Clauses of the Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (ii) as between the provisions of the Agreement and the Schedules/Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures;
- (iii) As between the provisions of RFP and any corrigendum issued thereafter, the provisions of the corrigendum shall, to that extent only, prevail over the corresponding earlier provision of the RFP;
- (iv) As between any value written in numerals and that in words, the value in words shall

prevail

4. Priority of Documents:

The following documents shall be deemed to form and be read and construed as part of the Agreement viz:

- (i) This Agreement read with Service Levels
- (ii) Non-Disclosure Agreement
- (iii) Schedules and Annexures to the Agreement
- (iv) RFP Document No _____ 2024 along with subsequently issued Corrigendum
- (v) Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.

5. Term:

5.1. This Agreement shall come into effect on <***> 2024 (hereinafter the 'Effective Date') and will be for a duration of _____ years, from the date of GO-LIVE, extendable to a further period of _____ at the discretion of NHA. The decision of contract extension shall be solely at the option and discretion of NHA and will be binding upon the Service Provider. Service Provider shall continue till operation and maintenance completion date which shall be the date of the completion of the operation and maintenance to the Purchaser or its nominated agencies, unless terminated earlier (as per clause 1.9 of the RFP), in which case the contract will get terminated on fulfillment of all obligations mentioned as per clause 1.9.

6. Consideration:

In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference. The Purchaser hereby covenants to pay the Vendor in consideration of the provision of Services in the manner prescribed in the RFP.

7. Notwithstanding anything stated in the Agreement, The Terms and Conditions as specified in the RFP shall be construed as part of the Agreement. In contradiction of any clause of the Agreement and RFP, the terms of RFP shall supersede this agreement to the extent the same has not been modified in terms of the Agreement or any amendment thereto executed in writing between the Parties.

8. **Variation:** No variation to the Agreement shall be effective unless it is documented in writing and signed by authorized representatives of both parties. No person who is not a party to the Agreement shall be entitled to enforce any of its terms.

9. **Dispute Resolution:** Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a Arbitration Tribunal comprising of three arbitrators, wherein each party shall appoint one arbitrator, and the two such appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator to decide dispute between the Parties. If the parties cannot agree on the appointment of the Arbitrator within a period of one

month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of New Delhi/ -----, India. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Delhi, India. Any legal dispute will come under the sole jurisdiction of New Delhi, India / state jurisdiction of Delhi, India.”

10. Governing Law and Jurisdiction: This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and parties agree that the courts at New Delhi, India shall have exclusive jurisdiction over matters arising out of or relating to the Agreement.

11. Entire Agreement: This Agreement with all schedules & annexures appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided that nothing in this Clause shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

IN WITNESS WHEREOF, both the parties have set and subscribed their respective hands to this Agreement on the date and place first mentioned above, in the presence of following witnesses

For National Health Authority (NHA)

Mr. <Name>

<Designation>

Seal

For Service Provider

Mr. <Name>

<Designation>

Seal

Witness 1 (Name, Address, Ph: Designation):

Witness 2 (Name, Address, Ph: Designation):

Annexure II: Non-Disclosure Agreement

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN

..... having its office at
----- India hereinafter referred to as 'Purchaser' or 'NHA' or 'Disclosing Party',
which expression shall, unless the context otherwise requires, include its permitted successors and
assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***>
(hereinafter referred to as 'the Service Provider/Receiving Party' which expression shall, unless the
context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a
'Party'.

WHEREAS:

1. Purchaser is desirous to implement the project of -----.
2. The Purchaser and SERVICE PROVIDER have entered into an agreement in furtherance of the Project
dated_____.
3. Whereas in pursuing the Project (the "Business Purpose"), a Party ("Disclosing Party") recognizes
that they will disclose certain Confidential Information (as defined hereinafter) to the other Party
("Receiving Party").
4. Whereas such Confidential Information (as defined hereinafter) belongs to Receiving Party as the
case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose
and hence there is a need to protect such information from unauthorized use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations
and provisions set forth herein, the Parties hereto agree as follows:

DEFINITIONS AND INTERPRETATION

1. Definitions

Terms and expressions used in the Agreement (including the Introduction) shall have the same
meanings set out in Agreement read with RFP.

2. Interpretation

In the Agreement, unless otherwise specified:

- (a) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, subclauses, paragraphs of and schedules to the Agreement;
- (b) use of any gender includes the other genders;
- (c) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or Service Provider of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (e) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted;
- (f) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (g) references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of <***> are generally open for business;
- (h) references to times are to Indian standard time;
- (i) a reference to any other document referred to in the Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (j) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of the Agreement.

3. Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

4. Ambiguities within Agreement

In case of ambiguities or discrepancies within the Agreement, the following principles shall apply:

- (a) as between two Clauses of the Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- (b) as between the provisions of the Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- (c) as between any value written in numerals and that in words, the value in words shall of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to the Agreement, the Agreement and the Agreement shall be read together and construed harmoniously. In the event of any conflict between the Agreement and the Agreement, the provisions contained in the Agreement shall prevail over the Agreement.

5. Term

Term This Agreement will remain in effect for 3 years from the date of execution of the Agreement and/or Agreement ("Term").

6. Scope of the agreement

(a) This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential after disclosure to the Receiving Party ("Confidential Information"). Such Confidential Information consists of certain specifications as specified in the RFP and such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

(b) Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

7. Obligations of the receiving party

The Receiving Party shall:

(a) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, considering the nature of the Confidential Information, and

(b) grant access to Confidential Information only to its employees on a 'need to know basis' and restrict such access as and when not necessary to carry out the Business Purpose.

(c) cause its employees to comply with the provisions of the Agreement and get an individual undertaking signed from its employees and/or associates as placed at Annexure III and such employees and/or associates shall be instructed, directed and guided by Service Provider to deal with Confidential Information in the same manner as stated in this Non- Disclosure Agreement and RFP. Service Provider shall promptly provide copies of such Individual Undertakings to Purchaser as and when demanded;

(e) prevent disclosure of Confidential Information to third parties;

(f) disclose the Confidential Information to its consultants/contractors on a need-to-know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall:

(i) advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.

(g) upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed.

(h) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.

(i) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose

upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.

(j) Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

8. Exceptions to confidential information

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

(a) was independently developed by or for the Receiving Party without reference to the Information provided by Disclosing Party.

(b) has become generally available in public domain without breach of confidentiality obligations of the Receiving Party; or

(d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or

9. Ownership of the confidential information

(a) Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.

(b) By disclosing the Confidential Information or executing the Agreement, 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. 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.

(c) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of the Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not refer to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under the Agreement.

(d) Execution of the Agreement and the disclosure of Confidential Information pursuant to the Agreement do 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.

10. Dispute resolution

(a) If a dispute arises in relation to the conduct of the Agreement (Dispute), a party must comply with this clause 7 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.

(b) A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

(c) During the 14 days after a notice is given under clause 7(b) (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period, then any such dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed as mutually decided between the Parties. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in this agreement. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The seat and venue of Arbitration proceedings will be held at New Delhi.

The validity and interpretation of this agreement shall be governed by the applicable laws of India and Parties shall be subject to the exclusive jurisdiction of the Courts of New Delhi to entertain any disputes.

(b) The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of the Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

11. Variation

This Agreement may only be varied/amended in writing and signed by both Parties.

12. Waiver

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under the Agreement: -

(a) shall be in writing

(b) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under the Agreement;

(c) shall be executed by a duly authorized representative of the Party; and

(d) shall not affect the validity or enforceability of the Agreement in any manner.

13. Exclusion of Implied Warranties

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

14. Entire agreement

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the

respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to the Agreement are abrogated and withdrawn.

15. Severability

If for any reason whatever, any provision of the Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under the Agreement or otherwise.

16. No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of the Agreement.

17. Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in the Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to the Agreement.

18. Successors and assigns

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

19. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by the Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Purchaser:

Attn: <***>

Tel:

Fax:

Email:

Contact:

With a copy to:

If to the SERVICE PROVIDER:

Attn. <***>

Phone: <***>

Fax No. <***>

20. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to the Agreement shall be in writing and in the English language.

21. Counterparts

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of the Agreement.

22. Mitigation

Without prejudice to any express provisions of the Agreement on any mitigation obligations of the Parties, each of the Purchaser and the SERVICE PROVIDER shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to the Agreement.

23. Removal of difficulties

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under the Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of the SERVICE PROVIDER by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

SIGNED, SEALED AND DELIVERED

For and on behalf of the Purchaser by:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

- 1.
- 2.

Annexure III: Individual Confidentiality Undertaking

I, [Insert Name], the undersigned, having [Insert Staff Number] acknowledge that as an employee/ staff of _____, I will be working as a team member of the _____ project team which is providing, or shall provide (as applicable), certain [Insert services to be provided] ("Services") to **National Health Authority** ("NHA"). I confirm that I have fully read and understood all the terms and conditions of the Non-Disclosure Agreement and Agreement dated [_____] ("Agreement") executed between _____ and NHA in particular to the contents below. With effect from [Insert the effective date of the NDA], I undertake to strictly abide by this undertaking and the Agreement.

To the extent not defined in this undertaking itself, the capitalised terms contained in this letter shall have the meaning attributed to them under the Agreement and/or RFP.

Without prejudice to the generality of the foregoing paragraphs, I agree to the following:

1. Save as required by law or professional regulation (in which case I will immediately inform the _____ to the extent not prohibited by law or regulation), I will not discuss/ disclose, at any time during my work on the Services or at any time thereafter, any Confidential Information with/ to any third party or any employee of _____ or other associated organizations and/or subsidiaries, other than those who need to access such information on a strict need to know basis.
2. If approached by any third party or employee/staff (where such employee/ staff do not require access to the Confidential Information on a need-to-know basis) to provide any Confidential Information relating to the Services, I will immediately inform the Project Manager and will not disclose any such information without his/ her written consent.
3. I will not remove or destroy any documents, data, files or working papers in whatsoever form (including and not restricted to any in electronic form) in respect of the Services, without the written consent of Project Manager.
4. I will not divulge or make known to any other person, either the password or the unique security password that is assigned to me
5. I will not leave my computer/laptop unattended while still connected in a remote session.
6. I will not discuss any information, status or condition of any NHA / PMJAY/ABDM/other convergence schemes related information with anyone, including another employee or staff of NHA, in a place or in a manner which may compromise the confidential nature of the information being provided from the NHA.
7. I understand that I am liable to be prosecuted if I publish anything without any official sanction any information that I may have acquired in the course of my tenure of an official appointment or retain without any official sanction any data, sketch, plan, model, article or official documents etc. which are not needed as part of my official duties.
8. In the event that I leave the employment of _____ or my association with _____ gets terminated, I will not discuss/ disclose thereafter any Confidential Information with/ to any other party.

I understand that strict compliance with this undertaking and the Agreement is a condition of my involvement with the Services and a breach hereof may be regarded as an infringement of my terms of employment/ association with _____. I acknowledge that I will be personally liable for any breach of this undertaking and/or the Agreement and that the confidentiality obligations hereinunder shall survive the tenure of my employment/ association with _____. By my signature below, I acknowledge (i) receiving and understanding all the aspects and conditions of this declaration (ii) acceptance of my obligations arising out of this declaration and my agreement to fulfill the same.

Signature: _____

Name (in block letters): _____

Telephone #: _____ Date: _____

Annexure IV– Format for Change Control Notice

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Date of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorised by Purchaser	Date:	
Name:		
Signature:	Date:	
Received by IA		
Name:		
Signature:		
Change Control Note		CCN Number:
Part B: Evaluation		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.		
Brief Description of Solution:		
Impact:		
Deliverables:		
Timetable:		
Charges for Implementation:		

(including a schedule of payments)	
Other Relevant Information: (Including value-added and acceptance criteria)	
Authorised by the Service Provider	
Name:	
Signature:	

SCHEDULES

Schedule: I Change Control Schedule

CHANGE CONTROL SCHEDULE

This Schedule describes the procedure to be followed in the event of any proposed change to the Agreement, Project Implementation Phase, Service Levels and Scope of Work and Functional Requirement Specifications. Such change shall include, but shall not be limited to, changes in the scope of services provided by the Service Provider and changes to the terms of payment as stated in the Terms of Payment Schedule.

The Purchaser and Service Provider recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The Service Provider will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and Purchaser or its nominated agencies will work with the Service Provider to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to all the changes to this agreement and other documents.

This Change Control Schedule sets out the provisions which will apply to changes to the Agreement.

CHANGE MANAGEMENT PROCESS

a. CHANGE CONTROL NOTE ("CCN")

i. Change requests in respect of the Agreement, the Project Implementation, the operation, the Service Levels or Scope of work and Functional Requirement specifications will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will share Part A of the Change control Note as attached as Annexure I hereto. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.

ii. The Service Provider and the Purchaser or its nominated agencies, during the term of the Agreement shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of Services including ancillary and concomitant services required and as detailed in the RFP.

iii. It is hereby also clarified here that any change of control suggested beyond 25 % of the value of this Project will be beyond the scope of the change control process and will be considered as the subject matter for a separate bid process and a separate contract. It is hereby clarified that the 25% of the value of the Project as stated in herein above is calculated on the basis of bid value submitted by the Service Provider and accepted by the Purchaser or its nominated agencies or as decided and approved by Purchaser or its Nominated Agencies.

b. Quotation

i. The Service Provider shall assess the CCN and complete Part B of the CCN, in completing the Part B of

the CCN the Service Provider shall provide as a minimum:

1. a description of the change
2. a list of deliverables required for implementing the change;
3. a time table for implementation;
4. an estimate of any proposed change
5. any relevant acceptance criteria
6. an assessment of the value of the proposed change;
7. material evidence to prove that the proposed change is not already covered within the Agreement and the scope of work

ii. Prior to submission of the completed CCN to the Purchaser, or its nominated agencies, the Service Provider will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the Service Provider shall consider the materiality of the proposed change in the context of the Agreement and the Project affected by the change and the total effect that may arise from implementation of the change.

c. Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the Service Provider meets the obligations as set in the CCN. In case of recertification due to proposed changes, required cost will be borne by the party that initiated the change. In the event the Service Provider is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by the Service Provider.

d. Obligations

The Service Provider shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe. Service Provider will not be obligated to work on a change until the parties agree in writing upon its scope, price and/or schedule impact. The cost associated with any services should not exceed the price quoted in the bidders proposal.

Schedule: II Audit, Access and Reporting

AUDIT, ACCESS AND REPORTING

1 PURPOSE

This Schedule details the audit, access and reporting rights and obligations of the Purchaser or its nominated agency and the Service Provider.

2 AUDIT NOTICE AND TIMING

2.1 As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits during the Project Implementation Phase and the Operation and Management Phase. Such timetable during the Implementation Phase, the Purchaser or its nominated agency and thereafter during the operation Phase, the Purchaser or its nominated agency shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Service Provider any further notice of carrying out such audits.

2.2 The Purchaser or its nominated agency may conduct non-timetabled audits at his/ her own discretion if it reasonably believes that such non-timetabled audits are necessary as a result of an act of fraud by the Service Provider, a security violation, or breach of confidentiality obligations by the Service Provider, provided that the requirement for such an audit is notified in writing to the Service Provider a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail the reasons for the requirement and the alleged facts on which the requirement is based. If the Service Provider considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure as set out in the Governance Schedule.

2.3 The frequency of audits shall be a (maximum) half yearly, provided always that the Purchaser or its nominated agency shall endeavour to conduct such audits with the lowest levels of inconvenience and disturbance practicable being caused to the Service Provider. Any such audit shall be conducted by with adequate notice of 2 weeks to the Service Provider.

2.4 Purchaser will ensure that any 3rd party agencies (except CAG) appointed to conduct the audit will not be the competitor of Service Provider and will be bound by obligations.

3 ACCESS

The Service Provider shall provide to the Purchaser or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third-party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Chairperson, PIU / Steering Committee shall have the right to copy and retain copies of any relevant records. The Service Provider shall make every reasonable effort to co-operate with them.

4 AUDIT RIGHTS

4.1 The Purchaser or its nominated agency shall have the right to audit and inspect suppliers, agents and third-party facilities (as detailed in the RFP), data centres, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

(i) The security, integrity and availability of all data processed, held or conveyed by the Partner on behalf of Purchaser and documentation related thereto;

(ii) That the actual level of performance of the services is the same as specified in the Service Levels;

(iii) That the Service Provider has complied with the relevant technical standards, and has adequate internal controls in place; and

(iv) The compliance of the Service Provider with any other obligation under the Agreement and Service Levels.

(v) Security audit and implementation audit of the system shall be done once each year, the cost of which shall be borne by the Service Provider.

(vi) For the avoidance of doubt the audit rights under this Schedule shall not include access to the Service Provider's profit margins or overheads, any confidential information relating to the Service Provider's employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the Agreement.

5 AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

5.1 The Service Provider shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with sub-contractors who supply labour, services in respect of the services. The Service Provider shall inform the Purchaser or its nominated agency prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.

5.2 REPORTING: The Service Provider will provide quarterly reports to the Chairperson, PIU / Steering committee regarding any specific aspects of the Project and in context of the audit and access information as required by the Purchaser or its nominated agency.

6 ACTION AND REVIEW

6.1 Any change or amendment to the systems and procedures of the Service Provider, or subcontractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.

6.2 Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to the Purchaser or its nominated agency and the Service Provider Project Manager who shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the Agreement.

7 TERMS OF PAYMENT

The Purchaser shall bear the cost of any audits and inspections. The terms of payment are exclusive of any costs of the Service Provider and the sub-contractor, for all reasonable assistance and information provided under the Agreement, the Project Implementation, Operation and Management Service Levels by the Service Provider pursuant to this Schedule.

8 RECORDS AND INFORMATION

For the purposes of audit in accordance with this Schedule, the Service Provider shall maintain true and accurate records in connection with the provision of the services and the Service Provider shall handover all the relevant records and documents upon the termination or expiry of the Agreement.
