



## REQUEST FOR PROPOSAL (RFP)

FOR

Call Centre Services

**Information Technology Department**

Agriculture Insurance Company of India Ltd. (AIC)

13<sup>th</sup> Floor, AMBA DEEP Building,

14, Kasturba Gandhi Marg,

New Delhi – 110 001.

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**THIS RFP DOCUMENT IS NOT TRANSFERABLE**

Bidders are advised to study the RFP document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Incomplete or partial Bids shall be rejected. The Bidder must quote for all the items asked for in this RFP.

The Bidder shall bear all costs associated with the preparation and submission of the Bid, including cost of presentation and demonstration for the purposes of clarification of the Bid, if so desired by AIC. AIC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



### **Disclaimer**

AIC reserves the right to alter/change/modify the procurement of any of the services, hardware or software items of this RFP. Thus AIC, at its discretion, the AIC shall leverage the unit rates provided by the Bidder in case of increase or decrease in any of the services, software or hardware proposed by the Bidder throughout the tenure of the Contract.

AIC reserves the right to negotiate, change, modify or alter any/all the items, terms and provisions of the RFP/agreement entered pursuant to the RFP and may request for additional information, if required from the Bidder during the contract period.

AIC also reserves the right to withdraw this RFP without assigning any reason and without any liability to the Bidder or any other person or party.

The Licenses and related products and services under this RFP should be applicable to all locations of AIC.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the services.



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<b>ACD</b>	<b>Automatic Call Distributor</b>
<b>AIC</b>	Agriculture Insurance Company of India
<b>BFSI</b>	Banking Financial Services and Insurance
<b>BG</b>	Bank Guarantee
<b>Bidder</b>	The organization submitting the proposal who will also be the single point of contact for the Company and single point responsibility for execution of scope and deliverables as required by this Request for Proposal.
<b>CD</b>	Compact Disk
<b>Claim</b>	A formal request to an insurance company asking for a payment based on the terms of the insurance policy. Insurance claims are reviewed by the company for their validity and then paid out to the insured or requesting party (on behalf of the insured) once approved.
<b>Cr.</b>	Crore
<b>Crop Insurance</b>	It is an insurance arrangement aiming at mitigating the financial losses suffered by the farmers due to damage and destruction of their crops as a result of various production risks.
<b>CTI</b>	Computer Telephone Integration
<b>DD</b>	Demand Draft
<b>DIT</b>	Department of Information Technology
<b>DOT</b>	Department of Telecommunication
<b>EMD</b>	Earnest Money Deposit
<b>EOD</b>	End of Day
<b>Farmer</b>	A person engaged in agriculture, raising living organisms for food or raw materials. The term usually applies to people who do some combination of raising field crops, orchards, vineyards, poultry, or other livestock. A farmer might own the farmed land or might work as a laborer on land owned by others. For the purpose of the scheme, anyone with insurable interest may be termed as farmer.
<b>Financial Institution</b>	For the purpose of the Crop Insurance Scheme, the Scheduled Institutions engaged in disbursing SAO loans as per the relevant guidelines of NABARD / RBI are reckoned as Financial Institutions.
<b>FMS</b>	Financial Management System
<b>FTE</b>	Full Time Equivalents
<b>FY</b>	Financial Year
<b>GIPSA</b>	General Insurance Public Sector Association
<b>Go-Live</b>	Go Live for a module/application refers to the date on which it is available for use to a user at any AIC office from production environment.



<b>GRS</b>	Grievance Redressal System
<b>HO</b>	Head Office
<b>Indemnity</b>	Compensation for damages or loss.
<b>Insurance</b>	Insurance is the equitable transfer of the risk of a loss, from one entity to another in exchange for money. It is a form of risk management primarily used to hedge against the risk of a contingent, uncertain loss.
<b>IRDAI</b>	Insurance Regulatory and Development Authority of India
<b>ISO</b>	International Organization for Standardization
<b>IT</b>	Information Technology
<b>ITD</b>	Information Technology Department
<b>IVR</b>	Interactive Voice Response
<b>MIS</b>	Management Information System
<b>MOA</b>	Ministry of Agriculture
<b>Notification</b>	Informing implementation of a particular crop insurance scheme in a particular area by publishing of the information by the relevant State/UT government.
<b>OS</b>	Operating System
<b>PBG</b>	Performance Bank Guarantee
<b>PMFBY</b>	Pradhan Mantri Fasal Bima Yojna as notified by Government of India
<b>PO</b>	Purchase Order
<b>Premium</b>	The specified amount of payment required periodically by an insurer to provide coverage under a given insurance plan for a defined period of time. The premium is paid by the insured party to the insurer, and primarily compensates the insurer for bearing the risk of a payout should the insurance agreement's coverage be required.
<b>PRI</b>	Primary Rate Interface
<b>Proposal Form</b>	Proposal form is the most important and basic document required for insurance contract between the insured and insurance company. It includes the insured's fundamental information like address, age, name, crop cultivated, land holding etc.
<b>PSU</b>	Public Sector Undertaking
<b>Rabi</b>	Agricultural crops sown in winter and harvested in the spring
<b>RFP</b>	Request For Proposal
<b>RO</b>	Regional Office
<b>RPO</b>	Recovery Point Objective
<b>RRB</b>	Regional Rural Bank





<b>Service Charges</b>	Charges paid to financial institutions for distributing Government supported insurance schemes, distinct from brokerage and commission. Rates are fixed and nonnegotiable by either insurance company or Financial intermediary. May be subsidized
<b>SEWA</b>	System ERP Within AIC
<b>SLA</b>	Service Level Agreements
<b>SRS</b>	System Requirement Specification
<b>Sum Insured</b>	The sum insured is the maximum amount insurance company will pay in the event that insured asset is totally destroyed.
<b>UAT</b>	User Acceptance Testing
<b>VAT</b>	Value Added Tax



## 1 Introduction & Objectives

### 1.1 About AIC

**Agriculture Insurance Company of India Limited (AIC)** has been formed under the aegis of the Government of India and promoted by 6 Public Sector Companies as a specialty Crop Insurance provider to the Indian farming community. AIC was incorporated on 20<sup>th</sup> December, 2002 with an Authorized Share Capital of INR 15 billion and a Paid-up Capital of INR 2 billion. AIC commenced business operations from 1<sup>st</sup> April, 2003, by taking over Crop Insurance operations from its major Promoter, General Insurance Corporation of India.

Currently, AIC covers 25 million farmers under its various crop insurance schemes, making it by far the largest Crop Insurance Company in the world. Of these, more than 86% belong to the small & marginal category. The major challenge was to reach the remotest farmer in the country and service him at an affordable cost. If every last-mile farmer is to be reached by AIC or vice-versa, the service loading on the premium ticket would become financially crippling to him.

Since our Company is engaged in the service of the farming community of the country, the overwhelming majority of whom are poor, we have modeled our resource pattern in accordance with those economic compulsions. Accordingly, to keep our management costs to the ground, AIC functions with only around 300 employees on the rolls, but insures around 25 million farmers. We operate out of 17 Regional Offices only, but have to deal with around 150 thousand Bank Branches & Primary Agricultural Co-op. Societies at the grassroots level.

### 1.2 Schedule of Events

General Details	
RFP Number	InfoTech Project SEWA-2016/Call Center/02.06.2016
Department Name	AIC-HO InfoTech Department
Scope of Work	As mentioned in Section 2
Mode of RFP Submission	Offline
RFP Type	Open
Type of Contract	Services
Bidding Type	Indigenous
Base Currency	INR (₹)
Consortium	Not Allowed
Key Dates	



<b>Document Download Start Date</b>	02.06.2016. The document can be downloaded from AIC's website <a href="http://www.aicofindia.com/">http:// www.aicofindia.com/</a>
<b>Last Date and time for submission of Pre- Bid Queries</b>	Pre bid queries must reach us on or before 08.06.2016 5:00 PM through E-mail on <a href="mailto:hoinfotechgroup@aicofindia.com">hoinfotechgroup@aicofindia.com</a>
<b>Pre-bid Meeting</b>	To be published
<b>Clarification/Amendments if any</b>	Will be published on AIC's website
<b>Last Date and Time for Bid Submission</b>	04.07.2016 till 01:00 pm
<b>Date and Time for Technical Bid Opening</b>	04.07.2016 from 03:00 pm onwards
<b>Declaration of Shortlisted Bidder's for Commercial Bid Opening</b>	The list of eligible bidders will be published on AIC's website
<b>Date and Time for Commercial Bid Opening</b>	The actual dates will be published on AIC's website through email or on AIC portal
<b>Declaration of Successful Bidder</b>	The result will be published on AIC's website
<b>Notification of Award and Issue of Purchase Order</b>	Within six months from the date of declaration of successful bidder
<b>Bid Validity Period (in Days)</b>	270 days
<b>Documents to be submitted physically</b>	Tender processing Fee (DD)
	Bank Guarantee for EMD
	Other documents supporting Eligibility Criteria, etc. as per RFP.
<b>Mode of Document Fee Payment</b>	Offline
<b>Mode of EMD Payment</b>	Offline
<b>Payment Details</b>	
<b>Tender processing Fee (Non-refundable)</b>	₹10,000



<b>EMD Amount</b>	₹20,00,000
<b>EMD Payable to &amp; at</b>	As per RFP
<b>Performance Bank Guarantee</b>	10% of the Contract Value
<b>Other Details</b>	
<b>Eligibility Criteria</b>	As per RFP
<b>General Terms and Conditions</b>	As per RFP
<b>Bid Submission Information</b>	The bidders must fulfill the Eligibility criteria for being eligible to bid.
	The prospective bidders may email their queries and suggestions for any changes required to be made in the bid document through e-mail as per the dates mentioned above. The suggestions and queries shall be responded in the pre-bid meeting on as per the dates mentioned above and subsequent changes made based on the suggestions and clarifications as above shall be deemed to be part of the RFP document.
	No suggestions or queries shall be entertained after pre-bid meeting.
	The Demand Draft on account of tender processing fees should be drawn on Scheduled Commercial bank in favor of 'Agriculture Insurance Company of India Limited' along with physical copies of all the documents mentioned in the RFP in support of eligibility criteria etc. must be received at the following address before the date and time of submission of bid.
	Contact details of AIC:
	Deputy General Manager (IT) Information Technology Department Agriculture Insurance Company of India Limited 13 <sup>th</sup> Floor, AMBA DEEP Building, 14, Kasturba Gandhi Marg, New Delhi – 110 001 Ph. +91 11 46869800, Fax +91 11 46869815 <a href="mailto:hoinfotechgroup@aicofindia.com">Email – hoinfotechgroup@aicofindia.com</a>



### 1.3 Project Timelines

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

S.N.	Key Activities	Time Lines
1	Date of issuance of PO	T
2	Entire setup of call center including infrastructure establishment, resource training and other set up	30 days
3	Go-Live of call center	T+30

**Notes:**

- AIC, at its discretion, shall have the right to alter the quantities based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.
- The Bidder is required to provide a detailed strategy to AIC; the activities mentioned above are indicative but the timelines for procurement, readiness and inspection should be maintained. Hence, if the Bidder has a faster and more effective solution, the same may be discussed and agreed by AIC.

### 1.4 Availability of RFP document

- i. RFP document containing conditions of pre-qualification, detailed requirement specifications including the terms and conditions shall be downloaded from Company's Website [www.aicofindia.com](http://www.aicofindia.com)
- ii. Please note that the Company shall not accept any liability for non-receipt of bid document(s) in time.



## 2 Scope of Work

This section contains scope of work for Call Centre vendor and envisaged volume for Call Centre for next 7 years.

AIC envisages outsourcing its Call Centre operations to suitable bidder, who will be responsible for establishing, operating and managing the end-to-end Call Centre services for AIC. The Call Centre operations should be purely on outsourced model and will be setup at bidder premises. The bidder should setup all required infrastructure as required for operation of Call Centre.

### 2.1 Envisaged Call Centre Volumes

Given below is the current and envisaged call volumes with percentage split of languages.

Bidder needs to propose FTE's accordingly. AIC reserves the right to decrease or increase the FTEs requirement as per call volume or actual requirement of AIC.

Year	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Call Volumes per day (notional & estimated, actual call may vary)	150	180	220	270	330	400	480

Language	Percentage split (in %) (notional & estimated value)
Hindi	55
Telugu	5
Tamil	5
Kannada	5
Malayalam	3
Odiya	5
Bengali	5
Assamese	3
Gujarati	4
English	2
Marathi	5
Urdu	3

### 2.2 Detailed Scope of Work

Following are the key features of the proposed Call Centre:

<b>No. of Seats</b>	Bidder shall estimate the number of FTEs required for AIC as per the requirements mentioned in this RFP and transaction volumes provided in Section 2.1
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<b>Languages supported</b>	7 Languages from the start Hindi, English, Bengali, Gujarati, Kannada, Marathi, Telugu  Languages such as Assamese, Oriya, Malayalam, Tamil and Urdu will be implemented when required by AIC.
<b>Operations</b>	As per service window mentioned and consistent with the service level mentioned in Section 4.2
<b>Accessibility</b>	Accessible through a Toll Free Number. Presently AIC has a toll free number located at Head office.
<b>Location</b>	The facility to be located in Delhi/NCR or below RO Locations Ahmedabad , Bangalore , Bhopal, Bhubaneshwar , Chandigarh , Chennai , Dehradun ,Guwahati, Hyderabad , Jaipur, Kolkata, Lucknow, Mumbai , Patna , Raipur, Ranchi , Thiruvananthapuram. The Call Center will be Setup on Bidder's Premise.
<b>Service Window</b>	6am to 9pm, 7 days a week, 365 days a year

Bidder shall understand the business processes of AIC and various service requirements at the Call Centre. Call Centre services would be required for - Inbound Calls, Outbound Calls, IVR functions, etc.

Bidder shall leverage the current PRI line owned by AIC and bidder will be responsible to transfer the same.

It may be interfaced with the Core system of AIC so send/receive data which needs to be populated (as in when developed). AIC will give read access rights to bidders for its current Core insurance solution (TCS B@ncs).

Bidder shall be responsible for integrating AIC's call center with the centralized call center to be setup by the MoA, GoI Crop Insurance (which is under development stage) in terms of receiving the redirected calls, integrating with centralized portal, reporting, etc. Bidder shall design the overall approach for call center operations, which will include but not limited to the following:

- Detailed plan including timelines for setup of call centre
- Defining various procedures linked to call centre like call handling procedure, call routing procedure, interface between AIC and call centre systems
- Reporting requirements
- Designing call scripts for various types of calls.

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

- 1 Business Services
- 2 Call Centre Infrastructure & Technology
- 3 Resources on-boarding and training



#### 4 Quality Assurance

#### 5 Monitoring and Reporting

### 2.2.1 Business Services

The call center FTEs, who will be trained on Schemes/Products and procedures of AIC, shall understand the customer's requirements and resolve the query as per the information provided. The proposed services to be provided through the call center can be categorized into two broad areas:

1. **Informational Services:** Provide published or processed information on specific products/Schemes or procedures to the callers. Usually, the nature of informational services remains static over a period and it is common for all the customers, e.g. scheme information, claim procedure, premium rates, Mode of payment, about offices/Banks etc.
2. **Transactional Services:** Exchange of information through a mail or any other media. The transactional services can be static (Declaration form, claim form etc.) or dynamic (Service request status, claim status etc.) through SMS. Information to be provided to customer over phone based on data provided by customer like claim information based on Policy/Claim number, Farmer ID, etc.
3. **Grievance handling:** Lodging of grievance in AIC system, resolution of grievance, reports as per AIC & IRDA reporting formats on periodic basis, etc.

#### 2.2.1.1 Informational Services

##### **Scheme/ Policy related**

- i. Answer general queries related to schemes, basic features, crops notified, notified areas, office location, Premium rates, notification area details, claim procedure etc.
- ii. Procedure to view declaration documents by registering in the Portal/Mobile application.
- iii. To help Farmer to purchase/renew scheme online.
- iv. To inform Farmer contact details of office/Brokers/Contact points of AIC
- v. To ask for clarifications from channel partners/farmers for any discrepancy in the declaration/instrument via call.

##### **Claim Related**

- i. File the claim intimated by farmer with necessary contact information and informing Surveyor details, if any.
- ii. Redirect the claim information to AIC.
- iii. Direct the caller how to online lodge/filing a claim
- iv. Guide the Farmer in tracking the status of their claim from the portal/Mobile application.
- v. Provide the status of claim based on information provided by the farmer/channel partner





## General

- i. Guide the Farmer to the nearest RO/Channel Partner/Contact Points including Broker by providing necessary contact information;
- ii. Guide the farmer how to buy crop insurance and its procedure.
- iii. Educate first-time callers about the AIC, its business and facilities available on the portal/Mobile application and assist them to register on the portal;
- iv. Clarify any issues regarding the usage of the portal/Mobile application
- v. Inform the customers on various payment modes available for premium payment.

### 2.2.1.2 Transactional Services

- i. Receive requests through email and respond accordingly. All FTEs should be in a position to send emails. However, bidder may decide to dedicate one or two FTEs for email handling based on the need and demands for this;
- ii. Generate a unique ticket number for each service request.
- iii. Procedure for endorsements in declaration/proposal, updation of farmer's profile etc.

### 2.2.1.3 Grievances

Attending Farmer's grievances is one of important objectives of AIC's Call Center. The grievances can either be received through email or lodged via telephone at the call center. Typical set of grievances that are expected at the Call Center are (but not limited to):

Policy
<ul style="list-style-type: none"> <li>• Non-receipt of cover note</li> <li>• Correction of Incorrect Policy/Cover Note details (name, age, mobile number, address, location, nominee details, PAN, etc.) and Bank Account details, Crop Insured, Area Insured, Sum Insured, etc.</li> <li>• Error in the premium calculation</li> <li>• Correcting regarding Premium Instruments</li> <li>• Complaints against the services of agents, channel partners, surveyors, etc.</li> <li>• Crop Loan was eligible for coverage but not covered under the Insurance Product/Scheme</li> </ul>
Claim
<ul style="list-style-type: none"> <li>• Delay in the approval of claim</li> <li>• Claim approved but non-receipt of payment</li> <li>• Repudiation/Rejection/ Reduction /Low Claim amount</li> <li>• Claim not received</li> <li>• Claims not paid within the time-limit stipulated under the Product/Scheme</li> </ul>
Portal/Mobile application



<ul style="list-style-type: none"><li>• Unable to register/login on the portal/mobile app., reset of password</li><li>• Not able to buy/renew policy from the portal</li><li>• Not able to view the policy documents on the portal</li><li>• Delay in refund of erroneous payments made online</li><li>• Non Receipt of documents</li></ul>
<b>General</b>
<ul style="list-style-type: none"><li>• Document feedback of services</li><li>• Proposal not accepted even if submitted within the cutoff date</li></ul>

From the above categories of grievances the FTE should be able to:

- Register grievances (received through telephone) and classify them based on the nature of grievance, cause of grievance, location, etc.;
- Generate a unique ticket number for each grievance (received through telephone) and this unique number made known to the complainant on call.
- Escalate the grievance to the concerned officer in AIC as per the mutually agreed escalation matrix
- Update the farmer/channel partner who has raised the grievance via outbound call.

## **2.2.2 Call Centre Infrastructure and Technology**

- 2.2.1. Bidder shall be responsible for providing premises duly equipped with requisite infrastructure like power, lighting, network connectivity, security systems, etc.
- 2.2.2. Provision must be made for dedicated seating for FTEs for AIC with proper lighting, air conditioning etc. to ensure sufficient comfort levels to the FTEs as well as the AIC officials, if any. Other basic facilities like water, toilets, canteen etc. should also be provided.
- 2.2.3. Adequate training facilities should also be provided to FTE on AIC Business processes and guidelines including availability of proper rooms with whiteboards, projectors and other appliances.
- 2.2.4. The Call Centre should have the scalability to accommodate/create the additional number of seats, if so required by AIC.
- 2.2.5. Bidder shall arrange for IVRS, Dialler and related hardware, software and network components for running the call centre operations.
- 2.2.6. IVR
  - i. Receive all inbound calls on the telephone number specified by AIC
  - ii. And prompts the callers to make their selection(s)
  - iii. Identify customer through CLI and support intelligent call routing
  - iv. Ability to identify state and language based on originating number and IVR should communicate in the same language.
  - v. Ability to direct the calls to a regional language speaking FTE based on originating number.



- vi. Include speech recognition engine in order to support and interpret multiple languages, especially English
- vii. Text – to – speech capability must be supported for multiple languages including English and Hindi
- viii. Provide an easy to configure system that enables the users to change the IVR tree with no hard coding
- ix. Support messages scheduling
- x. The IVR solution must be capable to capture usage details of each customer as the customer traverses through a call. The IVR solution should have an interface through which usage details can be shared with other solutions.
- xi. The IVR must integrate with the rest of the proposed solution to provide seamless call center performance
- xii. Bidder shall configure and implement the IVR product and dialer along with any required third party solutions to meet AIC's requirements.
- xiii. Bidder shall design the IVR tree structure in consultation and with the approval of AIC. AIC may suggest changes and customization in IVR tree structure from time to time, which the bidder shall execute within 15 working day at no additional cost.
- xiv. There shall also be a provision of ignoring the IVRS and directly landing the call with FTE
- xv. In case of additional language request from AIC the bidder should be able to configure the additional language in the IVR.
- xvi. Bidder should be able to configure important messages/advertisements on IVR free of cost during the waiting period. The content and time period for such messages/advertisements shall be decided by AIC.

#### 2.2.7. Computer Telephone Integration (CTI)

- i. Should be able to integrate with call center solution
- ii. It may be interfaced with the Core system of AIC so send/receive data which needs to be populated (as in when developed). AIC will give read access rights to bidders for its current Core insurance solution (TCS B@ncs).
- iii. Ability to generate service requests and register grievances
- iv. On transferring the call to another FTE the screen too should be transferred to that FTE's screen
- v. The CTI must be capable of activating the fast dialing feature of the ACD
- vi. Call events should be handled from the system such as hold, retrieve hold, conference, transfer etc.

#### 2.2.8. Call centre application:

- i. The software would maintain complete call history of all calls received at the call center.
- ii. A unique id/ticket number shall be generated for all service requests, complaints and tracked till closure.



- iii. SMS should be sent to customer mobile number displaying the unique id/ticket number.
- iv. The FTE would be capturing all the relevant caller information in this for recording customer communication and should be integrated with required AIC applications etc.
- v. The bidder shall provide AIC with all the data of this application at the time of end of contract period or as and when required by AIC.
- vi. The application must integrate with the CTI and should be able to pull IVR usage details of the customer including all options selected by the customer and all details entered by customer from the time the customer reaches an FTE.

2.2.9. The bidder shall provide access for all the data of this application and reports to AIC.Toll Free Number:

- i. Bidder shall use toll free no. provided by AIC, currently it is operational at AIC HO.
- ii. AIC will provide the PRI line(s) to route the toll free number(s)
- iii. Rentals for toll-free number shall be paid directly by AIC on actuals.

2.2.10. Automatic Call Distributor (ACD):

ACD distributes incoming calls to FTEs as they are received. It should be pre integrated with the IVR with the following features:

- i. Handle high call volumes efficiently
- ii. Provide the capability of combining data with the Interactive Voice Response (IVR) menu system that can intelligently route calls requesting further assistance to a smart Automatic Call Distributor (ACD)
- iii. Provide highly configurable system for adding/removing users, assigning users to different queues and defining skill sets
- iv. Support skill-based routing
- v. Allow calls to be transferred within the call center
- vi. Support relaying of the information messages (marketing messages) to voice callers waiting in queues or on hold
- vii. Skill based routing: Standard features like Call Transfer, Conference, Barge in, Dialed Number Identification Sequence (DNIS), Automatic Number Identification (ANI), Caller Line Identification (CLI), etc.
- viii. System should be able to intelligently route the callers to FTE's as defined by the administration
- ix. System should announce the queue waiting time for the caller before getting attended by an FTE

2.2.11. Other Infrastructure, but not limited to, to be provided by bidder are:

- i. Call barging and recording software.
- ii. FTE's computers, phone sets and head sets.



S. No.	Area	Successful Bidder	AIC
1	Call Centre Infrastructure: <ul style="list-style-type: none"> <li>Office space for Call Centre operations</li> <li>Head-sets</li> <li>Telephone Instruments</li> <li>Desktop</li> <li>Other applicable infrastructure components, CCTV, etc.</li> </ul>	✓	✗
2	Call centre application license, implementation, customization and support	✓	✗
3	IVRS	✓	✗
4	ACD	✓	✗
5	Call barging and recording software	✓	✗
6	PRI Lines	✗	✓
7	Toll free number	✗	✓
8	Network Connectivity (MPLS) (between Call Centre and AIC's DC and DR)	✗	✓
9	Customization, development, integration of applications with AIC's systems, automated SMS/Email gateway	✓	✓

**Note:**

- Any component (service/ hardware/ Software) that is not explicitly mentioned in the table above is to be provided by the successful bidder if required for completing the objective of the RFP.
- Along with the seats and cabin at the Call Centre, bidder is also required to provide supporting infrastructure including training rooms and meeting rooms with facilities, desktops sets, connectivity, application access, etc. as well as seats, furniture etc.

### **2.2.3 Resource on-boarding and training**

- Bidder shall select & deploy the skilled and qualified manpower as defined in the RFP required for running the Call Centre.
- Bidder shall, in its response, propose the Call Centre model including no. of seats required for AIC Call Centre operations based on envisaged call volumes and SLA requirements from Call Centre as specified in this RFP.
- AIC may depute its officials, at Call Centre location, to ensure quality of service and control over day to day functioning of the Call Centre. The decision of the AIC will prevail in every case of dispute.



- iv. Minimum Manpower Profile – Manpower deployed by bidder for AIC Call Centre should comply with minimum qualification as mentioned in following table.

S. No.	Position	Minimum Qualification
1	FTE	<ul style="list-style-type: none"> <li>• Minimum 12<sup>th</sup> passed and pursuing graduation, preferably graduate or equivalent</li> <li>• Able to speak, read and write in any one of the languages as required by AIC including English</li> <li>• Able to communicate confidently and politely, with good speaking skills</li> </ul>
2	Team Leaders	<ul style="list-style-type: none"> <li>• Must be a Graduate or equivalent</li> <li>• Able to speak, read and write in Hindi and English</li> <li>• Able to communicate confidently and politely, with good speaking skills</li> <li>• Knowledge of insurance procedures &amp; processes.</li> <li>• Experience of at least 3 years in a Call Centre, or in direct selling/telemarketing in the service industry (Fresh candidates cannot be considered)</li> <li>• Experience in coaching and developing skills of people</li> <li>• Effective problem-solving and decision-making skills</li> </ul>

- v. Manpower profiles could be audited by AIC on an ad hoc basis.
- vi. Bidder shall submit an undertaking with the invoice declaring the compliance to minimum manpower profile.
- vii. Bidder shall take prior approval from AIC before increasing or decreasing the no. of FTE deployed for AIC as mentioned in their proposal.

### **Resource Training**

- viii. Considering the nature of the services, training is an important aspect of AIC Call Centre. The Bidder should make arrangements for imparting proper training in soft skills; call handling, exposure to related application so as to prepare the FTE to answer different types of queries, and on other aspects of Call Centre services.
- ix. The bidder should ensure that all the FTE are put on actual duty only after providing them proper training on at least the following areas:

S. No.	Training Area	Responsibility
1	Soft Skills	Bidder
2	Application (s)	Bidder
3	Call Handling procedures	Bidder
4	AIC business process related/ scripts	Bidder (with support from AIC team)



**Note:** For such training sessions, arrangement of logistics, travel, etc. for shall be the responsibility of the bidder.

- x. AIC shall assist bidder in preparing training material (which can be further customized) for business related trainings.
- xi. AIC, at its discretion, may provide refresher training to the Team Leaders as a part of train the trainer methodology. The bidder needs to ensure that their Team Leaders provide further in house refresher training to FTEs.

#### **2.2.4 Quality Assurance**

- i. Each call would have a unique identifier i.e. Call ID and in case there is any query/grievance/any other request, member/provider/other stakeholder shall be intimated about the call id for future tracking purpose.
- ii. Every call received/done from the call centre would be recorded in the call centre application against the respective FTE and Call id.
- iii. To ensure Customer Service Quality, AIC, at its discretion, may conduct Regular audits, Random audits and call barging
- iv. AIC may do a random sample survey of calls on Call Quality as well as be involved into calls without prior notification on a daily basis. For this purpose administration level permissions to access relevant sub-systems/servers (including IVR, ACD, security measures including data & software backups, firewalls, antivirus software updates, etc. related to AIC Call Centre Setup)
  - a. To monitor and generate reports including those required for cross-verification of SLAs and related payments will be provided by the bidder.
  - b. The call data from the tapes/voice logger should be archived on to hard disk every 15 days. The data on the hard disk should be stored in using such naming conventions that support easy retrieval. These records shall be retained on hard disk for another 45 days. AIC might require the records to be kept for longer period of time. Commercial for the same shall be provided by the bidder along with the proposal.
- v. If it is observed by AIC that a FTE/Team leader has misbehaved with a caller on telephone, or if complaint is received against any of the FTE/Team leader or if his/her performance is found to be lacking in the opinion of AIC, AIC may instruct the bidder to remove such person from AIC Call Centre.
- vi. A facility should be available for AIC's monitoring team, external & internal auditors to periodically inspect the functioning of Call Centre.
- vii. Additionally, it should be possible to remotely monitor performance on all SLAs/KPIs and also of all the applications provided by the system i.e. real time ACD statistics, calls in queue, number of FTEs logged in, number of FTEs abandoned answered calls, query of the call logs of a particular customer etc. by designated Call Centre Coordinator or Call Centre in-charge.

#### **2.2.5 Monitoring and Reporting**





- i. Suitable reporting software should be available to generate standard report formats to measure/verify various SLAs, for monitoring the performance of FTEs, IVRS, ACD, etc. Bidder has to provide a portal for report viewing by the AIC or its designated vendor(s).
- ii. Reports should also be available in common format like Excel, PDF, Word, etc. & should be configurable to be mailed to a defined mailing list.
- iii. The successful bidder shall also assist AIC in responding to queries and investigations initiated by the statutory bodies or law enforcement agencies as well as in fulfilling regulatory reporting requirements.
- iv. The Bidder and AIC will mutually agree on the format of the reports to be submitted by the Bidder to AIC. If AIC requests the Bidder to provide customized reports, the Bidder will provide customized reports at no cost to AIC. The following reports, but not limited to, must be provided by the Bidder:
  - Reports based on time period/ location wise/ office wise
  - Type of grievances/queries/demand/analysis location wise
  - Repeat request or complaints analysis
  - Call waiting time
  - Disposal rate through IVRS and FTE
  - Lost calls/ unanswered calls
  - System/position log on off or breakdowns
  - Call time (Average Talk Time/Hold Time/Handle Time)
  - Hourly call details
  - Complaints pending for more than defined time period
  - Calls Handled
  - Abandoned Call Rate
  - Delay Before Abandon (Average/ Longest)
  - Time for After Call Work (Wrap Up)
  - Staffing related Report
  - Call origination report (from MOA portal or toll free number)
  - Other monthly MIS, SLA reports, number of FTEs logged in FTE wise, language wise, etc.
  - Any other report as requested by AIC

## **2.3 Project Management**

### **2.3.1 Project Governance**

Bidder shall be expected to propose the Governance structure as part of response to the RFP which would be further discussed and finalized mutually between Bidder and AIC team at





the time of on-boarding. However, some of the key requirements for governance of this project are mentioned as follows.

### **2.3.2 Steering Committee**

The Bidder shall participate in periodic Steering Committee meetings and update Steering Committee on Project progress, Risk parameters (if any), Resource requirements, immediate next project steps, and any obstacles in project.

All relevant records of proceedings of Steering Committee should be maintained and shared with the Steering Committee and Project Management Office.

Other than the planned meetings, AIC may call for Steering Committee meeting with prior notice to the Bidder.

The Steering Committee will consist of stakeholders from AIC, its nominated agencies (if required) & stakeholders from Bidder.

### **2.3.3 Transition and Exit Management**

- i. At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to Bidder's scope of work. The bidder needs to ensure a smooth transition to new agency/vendor
- ii. All risk during transition stage shall be properly documented by Bidder and mitigation measures should be planned in advance so as to ensure smooth transition without any service disruption.
- iii. The transition plan along with period shall be mutually agreed between Bidder and AIC and/or its designated agency when the situation occurs. Bidder shall be released from the project once successful transition is done meeting the parameters defined for successful transition.



### **3 Evaluation Criteria**

#### **3.1 Objective of the Evaluation Process**

The objective of the evaluation process is to evaluate the bids to select an effective and best fit Service at a competitive price. The evaluation will be undertaken by AIC. AIC may consider recommendations made by external experts/consultants. The decision of AIC shall be final.

AIC will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the required format.

AIC may call for any clarifications/additional particulars required, if any, on the technical/commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

The competitive bids shall be evaluated in the following stages:

- Stage 1 – Eligibility Criteria
- Stage 2 – Technical Bid
- Stage 3 – Commercial Bid

Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial evaluation.

#### **3.2 Stage 1 – Evaluation of Eligibility Criteria**

AIC will evaluate the Bidders on each criteria separately and satisfy itself beyond doubt on the Bidder's ability / position to meet the criteria. Those Bidders who qualify on ALL the criteria will only be considered as "Qualified under Stage 1" of evaluation and will be considered for evaluation under Stage 2.

Those Bidders who do not qualify at this Stage 1 will not be considered for any further processing. The EMD money (as detailed Annexure 11 of this document) in respect of such Bidders will be returned on declaration of Successful Bidder. AIC, therefore, requests that only those Bidders who are sure of meeting all the eligibility criteria, respond to this RFP process.

Evaluation of eligibility criteria will be as per the information/ response provided by the bidder and the supporting documents as mentioned below.

Only those bidders who fulfil the criteria mentioned in the table below are eligible for technical evaluation. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.



#	Eligibility Criteria Requirements	Supporting required
1	The Bidder should be a Government Organization/PSU/Public/Partnership/Private limited company or subsidiary thereof.	Certificate of Incorporation
2	The Bidder/Group Company/ Subsidiary/ Parental Company should have been in operation for at least 5 years as on date of RFP. In case the current Bidder Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 5 years as on date of RFP.	Certificate of Incorporation
3	The Bidder/Group Company/ Subsidiary/ Parental Company should be profitable in two out of last three financial years (2012-13, 2013-14, and 2014-15)	Audited Financial Statements for 2012-13, 2013-14, 2014-15 Or Certificate from the chartered accountant
4	The Bidder/Group Company/ Subsidiary/ Parental Company should have a minimum turnover of Rs.40 crores per annum in two of last three financial years	Audited Financial Statements for the financial years 2012-13, 2013-14, 2014-15 Or Certificate from the chartered accountant
5	The bidder should not have been blacklisted by any Government or PSU enterprise in India as on the date of the RFP	Self-Declaration certified by authorized signatory of the bidder
6	The Bidder/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services must have registered itself with Department of Telecommunication (DoT)/ TRAI.	Copy of DOT/ TRAI certificate for the proposed sites
7	The Bidder/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services, should be operating with an aggregate of at least 4000 Full Time Equivalent (FTEs) on company payroll for its Indian Call Centre Voice operations as on date of RFP.	Certificate from the Bidder's HR head
8	The Bidder/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services, must include one BFSI company for	Letter from client on its letter head/ LOI/ Agreement that confirms all the required points



#	Eligibility Criteria Requirements	Supporting required
	whom the vendor has set up a Call Centre of at least 40 FTEs	
9	The Bidder should have obtained an ISO 27001 certification	Copy of the certificate
10	Bidder should provide an undertaking for providing adequate data and information security	Annexure 04 – Undertaking for Data and Information and Security

**Note:**

Bidders need to ensure compliance to all the eligibility criteria points.

BFSI - Banking, Financial Services and Insurance organizations including regulatory authorities in India.

The decision of the AIC shall be final and binding in this regard

The Bidders meeting the eligibility criteria will be shortlisted for the Phase 2 – Technical Proposal Evaluation.

This evaluation will be carried out on a total score of 100 on the basis of the following evaluation parameters defined in this section.

The evaluation methodology is further broken down into sub areas as under.

S. No.	Evaluation Criteria	Description	Maximum Marks	Minimum Passing Marks
1	Relevant Experience	Evaluation of experience of managing Call Centers in BFSI domain in India	20	12
2	Completeness of Solution Proposed	Call Center technology proposed Approach during initial setup period, operations period and transition management.	20	12
3	Reference Site Feedback	Evaluation of Call Centers operations at reference call centre site through visits and interviews	20	12
4	Team Profile	Evaluation of Bidder's proposed team for the engagement including FTEs for multiple languages	20	12



S. No.	Evaluation Criteria	Description	Maximum Marks	Minimum Passing Marks
5	Presentation of proposal and solution walkthrough AIC	Presentation of proposal to AIC to gauge their understanding of AIC's expectation and product demonstration/ walkthrough of capabilities of the proposed Call Centre	20	12
	Total		100	60

Any critical noncompliance/ deviations may lead to disqualification of the Bidder. The scores will be evaluated taking as a whole number.

**Bidders achieving the minimum passing mark for ALL of the individual evaluation activities from Sr. No. 1 to 5 will be considered eligible for Commercial evaluation process**

The minimum qualifying aggregate technical score for Stage 2 will be 65% of total score for the technical evaluation. Only those bidders who qualify through the Stage 2 - Technical evaluation stage will be short listed for commercial evaluation.

Also AIC may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise is resorted to.

### 3.2.1 Relevant Experience

The bidder is required to provide documentary evidence of its relevant past experience for the various parameters identified in the table below.

S. No.	Past Experience	Score	Max Score
A	Managing Call Centre operations for <b>inbound and/or outbound</b> calls for any BFSI domain <b>client in India</b>		10
	3 or more Clients	10	
	2 clients	7	
	1 client	5	
	No Client	0	
B	Managing Call Centre operations for any client in India with over 40 FTEs (for each client)		10
	3 or more Clients	10	
	2 clients	7	
	1 client	5	
	No Client	0	
<b>TOTAL</b>			<b>20</b>



### 3.2.2 Completeness of Solution Proposed

Responses received in Technical Bid would be used for evaluating the Bidder on the understanding of Completeness of solution proposed.

- The Bidder will be scored on the following parameters for project approach & methodology
  - a. Suggested Project Methodology
    - Adherence to Timelines
    - Solution Proposed
    - Value add proposed to AIC
    - Governance & project Management Methodology

### 3.2.3 Team Profile

Responses received in Annexure 7 would be used for evaluating the bidder on the skills and experience of the proposed project team and in accordance with the requirements of this project.

The bidder is required to provide the governance structure/ escalation matrix and profile of all the key personals of the organization including the proposed FTEs who would support the project.

### 3.2.4 Presentation of proposal

AIC will schedule the presentations and intimate the bidders of the time and locations. Failure of a bidder to complete a scheduled presentation may result in the rejection of that Bidder's proposal.

S. No.	Presentation Agenda	Details
1	Proposed Contact Centre solution and its components (including infrastructure, people, Contact Centre and services provided)	Detailed presentation on the solution scope components as per requirements
2	Contact Centre management and governance approach	Structure, governance processes and SLA adherence as defined in the RFP
3	Project implementation plan	Proposed project approach which would ensure smooth transition from present state to desired state
4	Key value propositions	Key differentiators/ value-add presented by the bidder
5	Relevant case studies	Relevant case studies where requirements similar to those of the Insurance have been met

### 3.2.5 Reference Site Feedbacks

The Bidder is required to provide particulars for clients as per the following requirements.



The Clients for which the bidder is providing services for Call Centre operations in India, preferably in BFSI domain in public sector in India, for the following services,

- Inbound call handling for queries/requests/complaints handling and
- Outbound call handling for Grievance Redressal and query solving

AIC reserves the right to visit the same and include the same for evaluation.

### **3.3 Stage 3 - Commercial Bid Evaluation**

The bidders who are technically compliant, shall be eligible for Phase-3 Commercial Bid Evaluation. The bidder with the lowest commercials will be declared **successful L1 bidder** and shall be considered for award of the Contract.

The Bidder shall use the format as Mentioned in Annexure 10: Commercial Bill of Material.

Commercial bid valuation shall be considered as below; in case of any kind of discrepancy:

- i. If there is a discrepancy between words and figures, the amount in words shall prevail.
- ii. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
- iii. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of AIC, there is an obvious error such as rounding off, misplacement of a decimal point, etc. in which case the line item total will prevail.
- iv. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail.
- v. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail. If there is a discrepancy in the total, the correct total shall be arrived at by AIC.
- vi. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- vii. At the sole discretion and determination of AIC, AIC may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- viii. AIC may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
- ix. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
- x. The highest technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by AIC. Only the L1 bidder of all technically passing bidder shall be



considered for award of contract

- xi. AIC shall not incur any liability to the affected bidder on account of such rejection.
- xii. The bidder whose technical and commercial bid is accepted will be referred to as “Selected Bidder” and AIC will notify the same to the selected bidder.
- xiii. The final decision on the successful bidder will be taken by AIC. The implementation of the project will commence upon signing of a contract between AIC and the selected bidder based on the evaluation.
- xiv. If for some reason, the successful bidder fail to execute an agreement within a specified timeline, AIC reserves the right to award the contract to the next most eligible bidder based on the evaluation scores and commercial prices quoted.





## 4 Payments terms, Service Level Agreement and Penalties

### 4.1 Payment terms

The call centre payments will be paid on Quarterly basis after adjusting for penalty (if any) as per Call Centre Cost given by bidder. The Cost will be computed by multiplying the number of persons deployed every month (language wise) with that of cost of per person per month rate.

Bidder shall submit all the reports as mutually agreed between AIC team and bidder, after respective period before the payment of that period. These reports may include but not limited to:

- SLA Compliance Reports
- Inbound call details
- Outbound call details
- Staffing related Report
- Any other report as requested by AIC

The payment will be made after the go-live.

### 4.2 Service Level Agreements

Service disruption is defined as the events and parameters due to which Call Centre services are completely/partial unavailable for AIC's customers. The service disruption parameters are defined below:

S. No.	SLA Parameter	Target Performance	Description	Penalty
Call Centre				
1.	System Availability	99%	Measured as Total down time minutes / Total minutes in a month.  For example, if there were 2 hours in July when a customer's call could not have been answered, availability will be $[100 - \{120 / (31 \text{ days} \times 24 \text{ hours} \times 60 \text{ minutes})\}] \times 100 = 99.73\%$	1
2.	Call Queue Waiting time	90% calls	Measured as % of time call queue waiting time is more than 30 seconds.  Call queue waiting time is the waiting time in Automatic Call Distributor (ACD) queue after pressing prescribed digit to talk to the FTE but before being answered by the FTE.	2



S. No.	SLA Parameter	Target Performance	Description	Penalty
3.	Call abandoned	99%	<p>Measured as % of calls getting rejected at PSTN switch directly connected to the Call Center due to limited infrastructure provided by the Bidder or fault in some element of the Call Centre, averaged over the month.</p> <p>Percentage of calls that fail to connect to call centre due to limited infrastructure provided by vendor</p>	1

### 4.3 Penalties

A Penalty no. is mentioned in "Penalty" column of above table against each SLA. These numbers refer to S. No. in penalty table which is as follows.

- Penalty table includes penalty that would be levied on bidder on non-achievement of SLAs. Slabs have been created for each SLA and penalty would be imposed on bidder as per the SLA achievement/ non-achievement for the period under consideration.
- Penalties are mentioned as a percentage of components of cost, for example, support cost or call centre cost etc.
- For levying penalty on non-performance during sustenance support period, Equated Monthly Instalment (EMI) of Operations & maintenance phase would be considered for calculation purpose. Penalty would be deducted from the respective quarterly payment being made to bidder.

S. No.	Penalty Description								
1	<p>Penalty will be levied as per the following table :-</p> <table> <tr> <th>% Availability</th><th>Penalty as % of the Monthly Payment towards Call Centre cost</th></tr> <tr> <td>&lt;99% &amp; &gt;=98%</td><td>0.5%</td></tr> <tr> <td>&lt; 98% &amp; &gt;= 96%</td><td>1%</td></tr> <tr> <td>&lt; 96% &amp; &gt;= 94%</td><td>2%</td></tr> </table> <p>For each additional drop of 1% in performance below 94%, 2% of Monthly payment will be levied as additional penalty.</p>	% Availability	Penalty as % of the Monthly Payment towards Call Centre cost	<99% & >=98%	0.5%	< 98% & >= 96%	1%	< 96% & >= 94%	2%
% Availability	Penalty as % of the Monthly Payment towards Call Centre cost								
<99% & >=98%	0.5%								
< 98% & >= 96%	1%								
< 96% & >= 94%	2%								



S. No.	Penalty Description	
2	Penalty will be levied as per the following table :-	
	% of calls attended within 30 seconds	Penalty as % of the Monthly Payment towards Call Centre cost
	>90% calls attended	Nil
	<90% & >= 85% calls attended	5%
	For each additional drop of 5% in performance below 85%, 10% of Monthly Payment will be levied as additional penalty.	



## **5 Instructions to Bidder**

### **5.1 Two Bid System**

The RFP shall be in TWO parts – TECHNICAL BID [TB] & COMMERCIAL BID [CB]. Both the Bids must be submitted together in a single envelop super-scribing "Infotech Project SEWA 2016/Call Centre/02.06.2016", but in two separate sealed covers, giving full particulars, addressed to Deputy General Manager (IT) and duly super scribed as follows:

- Infotech Project SEWA 2016/Call Centre/02.06.2016– TECHNICAL BID"
- Infotech Project SEWA 2016/Call Centre/02.06.2016– COMMERCIAL BID"

Two sealed envelopes containing hard copies of Eligibility Bid, Technical Bid and Commercial Bid along with Soft copies should be submitted in the following manner:

#### **5.1.1 ENVELOPE - I (Technical Bid)**

Technical Bid including Eligibility Bid

Technical Bid comprising of spirally bound hard copy of the Technical Bid in the format given in this RFP, along with 1 compact disk (CD) containing the soft copy of Technical Bid.

Hard copy of Technical Bid including Eligibility Bid should be a complete document, bound as a volume and placed in a sealed envelope super-scribed Technical Bid for RFP No: Infotech Project SEWA 2016/Call Centre/02.06.2016

- i. A separate sealed envelope should be prepared for EMD & tender processing fees should be marked as "EMD/Tender processing Fees"

The two envelopes (Technical Bid and EMD/Tender processing Fees) of Technical Bid should be placed in a single sealed envelope super- scribed: Technical Bid for RFP No: Infotech Project SEWA 2016/Call Centre/02.06.2016

- ii. Soft copy of the response to the Technical Bids should also be provided in MS word. The soft copy is to be placed in Technical Bid. In case of any discrepancies between the hardcopy and softcopy, AIC will use the hardcopy submitted by the Bidder for the evaluation. THE TECHNICAL BID SHOULD NOT CONTAIN COMMERCIALS AND COMMERCIALS ARE TO BE ENCLOSED ONLY IN COMMERCIAL BID COVER. A masked copy of Annexure 10-Bill of Material should be a part of Technical Bid.

#### **5.1.2 ENVELOPE - II (Commercial Bid)**

Hard copy of commercial bid in the format given in this RFP

Signed and stamped hard copy of the Commercial Bid should be a placed in a sealed envelope super-scribed Commercial Bid for RFP No: Infotech Project SEWA 2016/Call Centre/02.06.2016

- i. A duly filled MS excel of Annexure 10-Bill of material should be a part of Commercial Bid. The soft copy is to be placed in Commercial Bid Envelope (in CD). In case of any discrepancy between the hardcopy and softcopy, AIC will use the hardcopy submitted by the Bidder for the evaluation.



**Note:**

1. The Bid shall be typed in English and signed by the Bidder or a person duly authorized. The person(s) signing the Bids shall initial all pages of the Bids.
2. All envelopes should be securely sealed and stamped.
3. The documentary evidence asked in respect of the eligibility criteria would be essential. Bids not accompanied by documentary evidence may be subject to rejection. Clarification/ Additional documents, if any, sought by AIC from the bidder has to be submitted within the stipulated time.

## **5.2 EMD**

EMD in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Scheduled Commercial banks in an acceptable form, favouring '*Agriculture Insurance Company of India Limited*' payable at New Delhi valid for nine months should be submitted as per format given in Annexure 11–Format for Bank guarantee. The instrument used for providing EMD should be renewed (if required) to maintain validity of nine months

Non-submission of EMD along with Technical-Bid document will disqualify the Bidder.

- i. EMD will be returned to the qualified Bidder after acceptance of Purchase Order and/ or Signing of the Contract(s) by the Bidder and submission of required Performance Bank Guarantee (PBG) as per format given in Annexure 13–Proforma for Performance Security.
- ii. For the bidders who do not qualify in this RFP, EMD will be returned to the respective bidder after the declaration of Successful bidders.
- iii. EMD submitted by bidder may be forfeited if:
  - a) Bidder backs out of bidding process after submitting the bids;
  - b) Bidder backs out after qualifying;
  - c) Bidder does not accept the Purchase Order / Sign the Contract within the time prescribed by AIC after qualifying.
- iv. The Bidder needs to ensure the complete Bid (encompassing both Technical & Commercial) is valid for a period of 270 days post the date of submission of the Bids.

## **5.3 Content of the Bid**

The documents in the bids will be submitted as below:

### **5.3.1 Eligibility Bid Documents**

The Bidders are requested to meticulously note the Eligibility Criteria & various other clauses mentioned in the RFP document. The following documents should be submitted in the Envelope - I (Technical Bid). These documents shall be the basis for Eligibility Criteria by AIC.

Eligibility document should contain following:

- i. Confirmation of Eligibility Criteria as per Annexure-3
- ii. Documentary proofs for Eligibility Criteria



- iii. EMD
- iv. Tender Processing Fee

### **5.3.2 Technical Bid Documents**

The following documents should be submitted in the Envelope - I (Technical Bid). These documents shall be the basis for technical evaluation by AIC.

1. Annexure 2: Cover Letter
2. Annexure 4: Undertaking for data and Information Security
3. Annexure 5: Technical Bid Format
4. Annexure 6: Statement of no deviation
5. Annexure 7: Proposed Team Profile
6. Annexure 8: Bidder's Past Experience
7. Masked Annexure 10-Bill of Material. The Masked Bill of Material should not contain any price information. The price information should be marked as XX and other non-price information should be present in the BOM submitted in Technical Bid.
8. Technical Response and Architecture proposed to AIC
9. Solution brochure
10. Any other documents

All documentation is required to be in English.

The person(s) signing the Bid shall initial all pages of the Bid, except for unmodified printed literature.

NOTE: TECHNICAL BID MUST BE SUBMITTED IN AN ORGANISED AND NEAT MANNER. NO DOCUMENT, BROCHURE, ETC. SHOULD BE SUBMITTED IN LOOSE FORM. ALL THE PAGES SHOULD BE SERIALY NUMBERED.

The Technical Bid shall be submitted in duplicate, inside the single ENVELOPE – I.

### **5.3.3 Commercial Bid Documents**

The Commercial Bid shall be submitted in the format as per specified in Annexure 10-Bill of Materials. The Bidder is required to submit the following in the Commercial Bid.

1. Annexure 9: Commercial Compliance Statement
2. Annexure 10: Bill of Materials



Bidder should submit their Commercial Quotes ONLY in the Bill of Materials (Annexure - 10) given in the RFP; otherwise the entire RFP response shall be liable to be rejected. The Commercial Bid must be filled in completely, without any error, erasure or alteration.

## **5.4 Late Bids**

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the Bidder.

## **5.5 Opening of Bids**

Bids received within the prescribed closing date and time will be opened in presence of Bidders' representatives who choose to attend the opening of the RFP on the specified date and time as mentioned earlier in the RFP document. The Bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought to AIC for verification.

### **The Bids shall be opened in 2 phases.**

In Phase 1, the Confirmation of Eligibility Criteria Bid and Technical Bid shall be opened as per the schedule given in the RFP in presence of the bidder(s) who choose to attend the meeting at a pre-specified date and time, and sign a register evidencing their attendance. However, the Technical Bid will be evaluated only for the bidders who satisfy all the Eligibility Criteria.

In Phase 2, Commercial Bids of only Bidders who meet the Technical Evaluation cut-off shall be opened in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place that will be communicated to them. The Bidders' representatives who are present shall sign a register evidencing their attendance. AIC would notify the technically qualified bidders about the date and time of opening of the Commercial Bids.

The Bidders' names, Bid modifications or withdrawals, Bid prices, discounts, and the presence or absence of the requisite EMD and such other details as AIC, at its discretion, may consider appropriate, will be announced at the Commercial Bid opening.

AIC reserves the right to take the services of any one or more external agencies for total evaluation of the proposal submitted by the Bidder. However, the final decisive parameters would be at the sole discretion of AIC and AIC is not liable to disclose either the criteria or the evaluation report/reasoning to the Bidder(s).

## **5.6 Proposal Modification**

No additions or changes to any Bidder's proposal will be allowed after the deadline for Bidders to submit their proposals, unless such modification is specifically requested by AIC.

## **5.7 Clarification of Bids**



During the Bid evaluation, AIC may, at its discretion, ask the Bidders for clarifications with respect to their Bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted. AIC has the right to disqualify the Bidder(s) whose clarifications are found not suitable for the requirement according to the Scope of Work.

## **5.8 Result Notification**

All Bidders will be communicated any decision made with respect to their RFP response as soon as practical. AIC will not be obliged to provide reasons for acceptance/ rejection of any response.

## **5.9 Cost of Responses**

AIC will not be liable for any costs or expenses incurred by the bidders arising in any way from the preparation and submission of the RFP response and any matter concerning the RFP is to be at the Bidder's sole risk, cost and expense.

## **5.10 Precedence of Documents**

- i. If there is any discrepancy, the hard copy of the Bid document shall be treated as final in case of any discrepancy with the soft copy.
- ii. These terms and conditions will prevail over any further terms that the Bidder may include in its response or otherwise provide to AIC, and any such further terms will be of no force or effect.

## **5.11 No commitment to accept lowest or any Bid**

AIC shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete. AIC reserves the right to make changes in the Terms and Conditions. AIC will be under no obligation to have discussions with any Bidder, and/or entertain any representation.

## **5.12 Non-Transferable RFP**

This RFP document is not transferable.

## **5.13 Soft Copy of RFP Document**

The soft copy of the RFP document is made available on AIC's website [www.aicofindia.com](http://www.aicofindia.com).

## **5.14 Bid validity period**





The offer should hold good for a period of 270 days from the last date of Bid submission.

### **5.15 Addenda**

- i. AIC may issue an Addendum from time to time.
- ii. An Addendum may be issued to clarify the RFP or to effect modifications to the RFP. Each Addendum will be published on the AIC website and will form part of this RFP.
- iii. To the extent there is any inconsistency between an Addendum and this RFP, the Addendum will prevail and if between two or more Addenda, the last issued Addendum will prevail.

### **5.16 Pre Bid meeting**

For clarification of doubts of the Bidders on issues related to this RFP, AIC intends to hold Pre-Bid Meeting as per schedule in the RFP.

For any clarification with respect to this RFP, the Bidder may send an email to [hoinfotechgroup@aicofindia.com](mailto:hoinfotechgroup@aicofindia.com). The format to be used for seeking clarification is mentioned in Annexure 1 - Pre-Bid Query. It may be noted that all queries, clarifications, questions, etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the designated Email ID.

It may be noted that queries of any Bidder may not entertained after the last date for submission of queries via Email. Only two authorized representatives of the Bidder's organization will be allowed to attend the meeting. AIC may or may not respond to all the queries of the bidder.

### **5.17 Rejection of Bids**

AIC reserves the right to reject any or all the Bids or scrap the bidding process at any stage without assigning any reason. The Earnest Money Deposits in such event will be returned by AIC. However, the Tender processing Fee will not be refunded.

### **5.18 Amendment to Contract**

No variation in or modification of the conditions of the Contract shall be made except by written amendment signed by the parties.

### **5.19 Correspondence and Notices**

Any correspondence or notice from one party to another under the terms of the Contract shall be served by fax or by hand and confirmed in writing to the party's address. A notice shall be effective from the date when delivered.

### **5.20 Notification of Award**



Following evaluation, a Contract may be awarded to the Bidder whose Bid meets the requirements of this RFP and provides the best value to AIC from both a Techno-Functional and Commercial point of view. AIC reserves the right to award the Contract in whole or in part.

The acceptance of the Bid, subject to Contract, will be communicated by way of placing a notification of award in writing at the address supplied by the Bidder in the Bid document. Any change of address of the Bidder should therefore be notified promptly to the Deputy General Manager (IT) at the address given in this RFP.

The PBG should be submitted within 15 days from notification of award from AIC. AIC subsequently shall be issuing the Purchase Order.

### **5.21 Signing of Contract**

The Successful Bidder shall be required to enter into a Contract with AIC, within thirty (30) days of the award of the work or within extended period, as may be specified by AIC. This Contract shall be based on this RFP document, PO and such other terms and conditions as may be determined by AIC to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid. However, the terms and conditions of Purchase Order and RFP shall constitute a binding Contract till such a Contract is issued. AIC reserves the right to award the contract in whole or in part.

### **5.22 Clarification on Bids**

During the Bid evaluation, AIC may, at its discretion, ask the Bidders for clarifications with respect to their Bids. The request for clarification and the response shall be in writing. AIC has the right to disqualify the Bidder(s) whose clarifications are found not suitable for the requirement according to the Scope of Work.



## 6 Terms and Conditions

### 6.1 Amendment to Bid Document

At any time prior to the deadline for submission of Bids, AIC may for any reason either on its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid document, by amendment.

All prospective Bidders that have received the Bid document will be notified of the amendment. The same will be binding on them. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, AIC may, at its discretion, extend the deadline for a reasonable period to be decided by AIC for the submission of Bids. Details will be communicated and published on AIC website [www.aicofindia.com](http://www.aicofindia.com).

- i. AIC also reserves the right to change any terms and conditions of the RFP and its subsequent addendums as it deems necessary at its sole discretion. AIC will inform the Bidder about changes, if any before the deadline of Bids submission.
- ii. AIC may revise any part of the RFP, by providing an addendum/corrigendum to the Bidders at stage till Commercial Bids are opened. AIC reserves the right to issue revisions to this RFP at any time before the deadline for Bids submission.
- iii. AIC reserves the right to extend the dates for submission of responses to this document.
- iv. **Preliminary Scrutiny** – AIC will scrutinize the offer to determine whether it is complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. AIC may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on the Bidder and AIC reserves the right for such waivers and AIC's decision in the matter will be final.
- v. **Clarification of Offer** – To assist in the scrutiny, evaluation and comparison of offer, AIC may, at its discretion, ask the Bidder for clarification of their offer. AIC has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project RFP.
- vi. AIC reserves the right to make any changes in the terms and conditions of purchase. AIC will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- vii. **Erasures or Alterations** – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product/service being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. AIC may treat the offers not adhering to these guidelines as unacceptable.
- viii. **Right to Alter Quantities** – AIC reserves the right to alter the requirements specified in the RFP. AIC also reserves the right to delete or increase one or more items from the list of items



specified in the RFP. AIC will inform the Bidders about changes, if any. In the event of any alteration in the quantities, the price quoted by the Bidder against the item would be considered for such alteration. Bidder agrees that the prices quoted for each line item & component is valid for period of Contract and can be used by AIC for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this Contract. During the Contract period, the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by AIC, in the event the market prices/rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of Commercial Bid. Any price benefit in the services/equipment should be passed on to AIC within the Contract period.

- ix. The decision of AIC shall be final and binding in this regard. Deviations will be grounds for disqualification.

## **6.2 Consortium**

Consortium is not allowed.

## **6.3 Acceptance of the site**

AIC will carry out the inspection of the proposed Call Centre site prior to acceptance. The Bidder shall assist AIC in the inspection of various facilities provided to AIC e.g. seating space, solution deck, infrastructure, etc.

## **6.4 Conditional Bids**

Conditional Bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of Bids.

## **6.5 Submission of Bids**

The Bidders shall submit two separate sealed envelopes, one containing Technical Bid including Eligibility criteria and the other containing Commercial Bid. Envelopes shall be addressed to AIC at the address given; and bear the Project Name "RFP for Call Centre Services - Technical Bid or Commercial Bid RFP No. INFOTECH PROJECT SEWA-2016/Call Centre/23.05.2016. Envelopes should indicate on the cover the name and address of the Bidder. A Bidder shall submit only one proposal.

## **6.6 Performance Security**

Within 15 days after the receipt of notification of award of the Contract from AIC, the Bidder shall submit Performance Security as per format given in Annexure 13: Performa for Bank Guarantee, which shall be for an amount of **10% of Contract Value**. Performance Security may be furnished in the form Bank Guarantee from a Commercial bank.

- i. Performance Security should remain valid for a period of ninety days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- ii. EMD shall be refunded to the successful Bidder on receipt of Performance Security.



## **6.7 Pre-Bid Meeting**

All queries/requests for clarification from Bidders must reach us by e-mail or in person as per the schedule of events mentioned in section 1.2. Format for the queries/clarification is provided in "Annexure 1-Pre-Bid Query". No clarification or queries will be responded in any other format. AIC will respond to any request for clarification of the RFP document in the Pre-Bid meeting.

The representatives of Bidders attending the pre-bid meeting must have proper authority letter to attend the same

Any modification to the Bidding documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Company exclusively through the issuance of an Addendum and/or corrigendum and not through the minutes of the pre-bid meeting.

## **6.8 Payment Schedule**

Payment shall be done as per the Payment Terms mentioned in Section 4 of this RFP.

## **6.9 Currency of Payments**

Payment shall be made in Indian Rupees (INR) only.

## **6.10 Delay in Bidder's Performance**

Making the seating space ready with all the hardware and software requirement as mentioned in the RFP and making the site available for setting up AIC's Call Centre shall be made by the Bidder in accordance with the time schedule.

Any unexcused delay by the Bidder in the performance of his implementation/service/other obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of his Performance security, imposition of liquidated damages, and/ or termination of the Contract for default.

If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely implementation of the Solution and/or performance of services, the Bidder shall promptly notify AIC in writing of the fact of delay, its likely duration and cause(s), before the scheduled delivery/installation/implementation date. AIC shall evaluate the situation after receipt of the Bidder's notice and may at their discretion extend the Bidder's time for delivery/installation/implementation, in which case the extension shall be ratified by the parties by amendment of the Contract. If the Bidder's request for delay in the implementation of the Solution and performance of services is not found acceptable to AIC, the above mentioned clause would be invoked.

## **6.11 Repeat Order**

AIC at its discretion may place Repeat Orders for additional quantities based on its business requirements during the tenure of the Contract.

## **6.12 Other RFP Requirements**

- i. **Technical Inspection and Performance Evaluation** - AIC may choose to carry out a



technical inspection/audit and performance of the site.

- ii. The Bidder would permit AIC or any person/persons designated by AIC to observe the technical and performance evaluation/benchmarks carried out by the Bidder.
- iii. The Bidder's representative and local office at New Delhi/NCR will be the contact point for AIC.

### **6.13 Contract Commitment**

AIC intends that the Contract, which is contemplated herein with the SP, shall be for a period of seven (7) years. The Contract can be further extended at the sole discretion of AIC for another three years. The prices for the additional three years will be mutually agreed with the SP. The contract period will start from the date of acceptance of the site.

### **6.14 Completeness of the Project**

The Project will be deemed as incomplete if the desired objectives mentioned in Section 2-Detailed Scope of Work of this document are not achieved.

### **6.15 Canvassing/Contacting**

Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or Award of Contract may result in the rejection of the Bidder's Bid. No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Commercial Bid to the time the Contract is awarded.

### **6.16 Indemnity**

The Bidder's should indemnify AIC (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- a) Non-compliance of the Bidder with Laws/Governmental requirements
- b) IP infringement
- c) Negligence and misconduct of the Bidder, its employees, and FTEs

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by AIC arising out of claims made by its customers and/or regulatory authorities.

The Bidder shall not indemnify AIC for

- (i) Any loss of profits, revenue, contracts, or anticipated savings or
- (ii) Any consequential or indirect loss or damage however caused.





## **6.17 Inspection of records**

All Bidder records with respect to any matters covered by this RFP shall be made available to AIC or its designees at any time during normal business hours, as often as AIC deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. AIC would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to AIC, which would be used by AIC. The cost of the audit will be borne by AIC. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for AIC shall also be subject to Regulator/ AIC inspection.

## **6.18 Publicity**

Any publicity by the Bidder in which the name of AIC is to be used, should be done only with the explicit written permission from AIC.

## **6.19 Solicitation of Employees**

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this Contract during the period of the Contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the Contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who

- (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party
- (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or
- (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

## **6.20 Penalties on Non Compliance of SLA**

AIC expects the Bidder to provide uninterrupted services to AIC. Inability of the Bidder to either ensure readiness of the services as per specifications within defined timelines or to meet the service levels as specified in RFP shall be treated as breach of Contract and would invoke the penalty clause.

In case of non-readiness of the site (as per specifications) within the defined timelines, AIC shall levy a penalty @ 0.5% of the Total Contract value for each week of delay, subject to 10% of the Total Contract value being the overall cap for penalties. Thereafter, the Contract may be cancelled at the discretion of AIC. The Total Contract value in this context will include all the charges as defined and calculated in Annexure 10-Bill of material details.



The proposed rate of penalty with respect to non-adherence to service levels is mentioned in Section-4. Overall cap for penalties will be 10% of the Contract value. Thereafter, the Contract may be cancelled based on the discretion of AIC. AIC also has the right to invoke the Performance Guarantee. Penalties on delay will be applicable when the delay is not attributable to AIC.

Notwithstanding anything contained above, no such penalty will be chargeable on the Bidder for the inability occasioned, if such inability is due to reasons entirely attributable to AIC.

Delivery of the Goods and performance of the Services shall be made by the Bidder in accordance with the time schedule specified by AIC.

If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Bidder shall promptly notify AIC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the SP's notice, AIC shall evaluate the situation and may at its discretion extend the SP's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Any delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages unless an extension of time is agreed upon without the application of liquidated damages.

## **6.21 Liquidated Damages**

- i. The parties hereby agree that, in the circumstances elaborated below, the amount specified hereunder shall be construed as reasonable estimate of liquidated damages to be paid by the Bidder to AIC, without prejudice and in addition to the other relevant provisions stated in this Contract.
- ii. The amount of liquidated damages under this Contract shall not exceed 10% of the Total value of the Contract as specified in Annexure 10-Bill of Material.
- iii. The liquidated damages shall be applicable under the following circumstances:
  - a) If the deliverables are not submitted as per schedule, the Bidder shall be liable to pay 0.5% of the Total Cost of the services for delay of each week or part thereof.
  - b) If the deliverables are not acceptable to AIC as mentioned in this RFP and defects are not rectified to the satisfaction of AIC within 30 days of the receipt of the notice, the Bidder shall be liable for Liquidated Damages for an amount equal to 0.5% of the Total Cost of the Services for every week or part thereof for the delay.

## **6.22 Confidentiality**

Bidder understands and agrees that all materials and information marked and identified by AIC as 'Confidential' are valuable assets of AIC and are to be considered AIC's proprietary information and property. Bidder will treat all confidential materials and information provided by AIC with the highest degree of care and necessary to ensure that unauthorized disclosure does not occur. Bidder will not use or disclose any materials or information provided by AIC without AIC's prior written approval.

Bidder shall not be liable for disclosure or use of any materials or information provided by AIC or developed by Bidder which is:





- i. possessed by Bidder prior to receipt from AIC, other than through prior disclosure by AIC, as documented by Bidder's written records;
- ii. published or available to the general public otherwise than through a breach of Confidentiality; or
- iii. obtained by Bidder from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to AIC; or
- iv. Developed independently by the bidder.

In the event that Bidder is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, Bidder shall promptly notify AIC and allow AIC a reasonable time to oppose such process before making disclosure.

Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause AIC irreparable harm, may leave AIC with no adequate remedy at law and AIC is entitled to seek to injunctive relief.

Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP.

## **6.23 Force Majeure**

### **i. Definition:**

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government Agencies.
- b. Force Majeure shall not include:
  - Any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or FTEs or Employees, or
  - Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

### **ii. No Breach of Contract:**



- The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- iii. **Measures to be taken:**
- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
  - b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
  - c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
  - d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by AIC, shall either:
    - demobilize; or
    - Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rate basis, under the terms of this Contract.
  - e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 5.26.

## **6.24 Resolution of disputes**

AIC and the Bidder shall make every effort to resolve amicably, by direct informal discussions between the respective Project Managers of AIC and the Bidder, any disagreement or dispute arising between them under or in connection with the Contract. If AIC's Project Manager and the Bidder's Project Manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and AIC respectively. If after thirty days from the commencement of such discussions between the senior authorized personnel designated by the Bidder and AIC, AIC and the Bidder have been unable to resolve amicably a Contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the Contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the Contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to engage one arbitrator. The two arbitrators engaged by the parties shall engage a third arbitrator who shall act as the presiding arbitrator. The Arbitration and Reconciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be New Delhi. The arbitration



proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

#### **6.25 Waiver**

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

#### **6.26 Violation of terms**

AIC clarifies that AIC shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP document. These injunctive remedies are cumulative and are in addition to any other rights and remedies AIC may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

#### **6.27 Termination for Default**

AIC may, without prejudice to any other remedy for breach of contract, by 90 calendar days written notice of default sent to the SP, terminate the Contract in whole or in part:

- a) If the Bidder fails to deliver any or all of the Solution and services within the time period(s) specified in the Contract, or any extension thereof granted by AIC; or
- b) If the Bidder fails to perform any other obligation(s) under the Contract.

In the event of AIC terminating the Contract in whole or in part, pursuant to above mentioned clause, AIC may procure, upon such terms and in such manner, as it deems appropriate, goods and services similar to those undelivered and the Bidder shall be liable to AIC for any excess costs incurred for procurement of such similar goods or services. However, the bidder shall continue performance of the Contract to the extent not terminated.

#### **6.28 Termination for Insolvency**

AIC may, at any time, terminate the Contract by giving 90 calendar days written notice to the Bidder, without any compensation to the Bidder, whatsoever if:



- i. The Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to AIC.
- ii. The Bidder being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the AIC.

## **6.29 Termination for Convenience**

Either party may, by 90 calendar days written notice sent to the other party, terminate the Contract, in whole or in part at any time of their convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

## **6.30 Information Ownership**

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

## **6.31 Sensitive Information**

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

## **6.32 Technological Advancements**

The Bidder agrees to incorporate all changes relating to the facilities being offered, announced by them from time to time keeping in view the advancement in technology, shortcomings of the facilities and services made available to AIC and any changes required for improving the overall efficiency of the hosting facilities and services.

## **6.33 Governing Language**

The Contract shall be written in the language of the Bid i.e. English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language. English Language version of the Contract shall govern its implementation.

## **6.34 Applicable Law**

The Contract shall be interpreted in accordance with the Indian Laws for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).



### **6.35 Prices**

The prices quoted (as mentioned in Annexure 10-Bill of Materials submitted by the Bidder) for the solution and services shall be firm throughout the period of Contract and shall not be subject to any escalation.

### **6.36 Deduction**

Payments shall be subject to deductions (such as TDS) of any amount, for which the Bidder is liable under the agreement against this RFP.

### **6.37 Taxes and Duties**

The prices quoted by the Bidder shall include all costs such as, taxes, levies, cess, excise, Octroi and custom duties, installation, commissioning, insurance, etc. as applicable in India, that need to be incurred. The Bidder has to quote the Service Tax, Swach Bharat Cess and VAT in separate columns. In case of any variation (upward or down ward) in Service tax, VAT or any other tax quoted which has been included as part of the Commercial Bid, such variation will be borne by or passed on to AIC. Any new applicable tax introduced by the Government after the submission of Bid will be borne by AIC. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to AIC.

### **6.38 No Claim Certificate**

The bidder shall not be entitled to make any claim whatsoever against AIC under or by virtue of or arising out of this Contract, nor shall AIC entertain or consider any such claim, if made by the Bidder after he shall have signed a "No Claim" certificate in favor of AIC in such forms as shall be required by AIC after all payments due to Bidder are made in full.

### **6.39 Limitation of Liability**

Bidder's cumulative liability for its obligations under the Contract shall not exceed the Contract value and the Bidder shall not be liable for incidental/consequential or indirect damages including loss of profit or saving.

### **6.40 Rights reserved by AIC**

- i. Company reserves the right to accept or reject any or all Bids without assigning any reasons.
- ii. Company reserves the right to verify the validity of information given by the Bidders. If at any future point of time, it is found that the Bidder had made a statement, which is factually incorrect, AIC will reserve the right to debar the Bidder from bidding prospectively for a period to be decided by AIC and take any other action as maybe deemed necessary.
- iii. AIC reserves the right to issue a fresh RFP for Call Centre Services at any time during the validity of the Contract period with the selected Bidder.

### **6.41 Subcontracting**

Subcontracting is not allowed.



## **6.42 Rejection of Bids**

AIC reserves the right to reject any or all the Bids or scrap the bidding process at any stage till notification of award without assigning any reason. The Earnest Money Deposit in such event will be refunded by AIC. In case AIC scraps the bidding process, the RFP tender processing fees will also be refunded.



## 7 Annexures

### 7.1 Annexure 1: Pre Bid Query Format

If bidder, desiring to respond to RFP for Implementation of Call Center for AIC, requires any clarifications on the points mentioned in the RFP, it may communicate with Agriculture Insurance Company of India Limited using the following format.

All questions received before the last Date and time for submission of Pre- Bid Queries stipulated in the RFP will be formally responded to and questions/ points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, AIC may at its discretion, answer all such queries in the Pre-bid meeting.

S.No	Page No.	Section and point No.	RFP Clause	Remarks

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)





## **7.2 Annexure 2: Cover Letter**

RFP No: Infotech Project SEWA 2016/Call Centre/02.06.2016

Date:

To,  
Deputy General Manager  
Information Technology Department  
**Agriculture Insurance Company of India Limited**  
**13<sup>th</sup> Floor, AMBADEEP Building,**  
**14, Kasturba Gandhi Marg,**  
**New Delhi – 110 001**

Dear Sir,

Sub: RFP no. Infotech Project SEWA 2016/Call Centre/02.06.2016 for call center

Having examined the RFP documents including all annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Call Center services to AIC as mentioned in RFP document in conformity with the said RFP documents in accordance with the Commercial Bid and made part of this RFP.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

We understand that the RFP floated by AIC is a confidential document and we shall not disclose, reproduce, transmit or made available it to any other person.

We have read, understood and accepted the Terms/ Conditions/ Rules mentioned in the RFP.

Until a formal contract is prepared and executed, this RFP offer, together with AIC's written acceptance thereof and AIC's notification of award, shall constitute a binding contract between us.

We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We have never been barred/black-listed by any regulatory / Statutory Authority/PSU/Government undertaking in India.

We also understand that the whole bidding exercise may be scrapped without assigning any reason and it is acceptable to us.

This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We certify that we have provided all the information requested by AIC in the format requested for. We also understand that AIC has the exclusive right to reject this offer in case AIC is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to our knowledge and AIC reserves the right to reject the offer if anything is found incorrect.





Place:

Date:

Seal and signature of the bidder



### 7.3 Annexure 3: Confirmation of Eligibility Criteria

(On Bidder's Letter Head)

Date:

To,  
Deputy General Manager  
Information Technology Department  
**Agriculture Insurance Company of India Limited**  
**13<sup>th</sup>Floor, AMBADEEP Building,**  
**14, Kasturba Gandhi Marg,**  
**New Delhi – 110 001**

Dear Sir,

**Reference:** RFP No. Infotech Project SEWA 2016/Call Centre/02.06.2016

#	Eligibility Criteria Requirements	Supporting required
1	The Bidder should be a Government Organization/PSU/Public/Partnership/Private limited company or subsidiary thereof.	Certificate of Incorporation
2	The Bidder/Group Company/ Subsidiary/ Parental Company should have been in operation for at least 5 years as on date of RFP. In case the current Bidder Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 5 years as on date of RFP.	Certificate of Incorporation
3	The Bidder/Group Company/ Subsidiary/ Parental Company should be profitable in two out of last three financial years (2012-13, 2013-14, and 2014-15)	Audited Financial Statements for 2012-13, 2013-14, 2014-15 Or Certificate from the chartered accountant
4	The Bidder/Group Company/ Subsidiary/ Parental Company should have a minimum turnover of Rs.40 crores per annum in two of last three financial years	Audited Financial Statements for the financial years 2012-13, 2013-14, 2014-15 Or Certificate from the chartered accountant
5	The bidder should not have been blacklisted by any Government or PSU enterprise in India as on the date of the RFP	Self-Declaration certified by authorized signatory of the bidder



#	Eligibility Criteria Requirements	Supporting required
6	The Bidder/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services must have registered itself with Department of Telecommunication (DoT)/ TRAI.	Copy of DOT/ TRAI certificate for the proposed sites
7	The Bidder/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services, should be operating with an aggregate of at least 4000 Full Time Equivalents (FTEs) on company payroll for its Indian Call Centre Voice operations as on date of RFP.	Certificate from the Bidder's HR head
8	The Bidder/Group Company/ Subsidiary/ Parental Company providing BPO/Call Centre services, must include one BFSI company for whom the vendor has set up a Call Centre of at least 40 FTEs	Letter from client on its letter head/ LOI/ Agreement that confirms all the required points
9	The Bidder should have obtained an ISO 27001 certification	Copy of the certificate
10	Bidder should provide an undertaking for providing adequate data and information security	Annexure 04 – Undertaking for Data and Information and Security

**Note:**

- a. Bidders need to ensure compliance to all the eligibility criteria points.
- b. Purchase orders without relevant organization confirmation through a credential letter will not be considered as credentials.
- c. BFSI - Banking, Financial Services and Insurance organizations including regulatory authorities in India.
  - The decision of the AIC shall be final and binding in this regard. Deviations will be grounds for disqualification. Bidder who meet all these criteria would qualify for the second stage of evaluation. The Bidder would also need to provide supporting documents for eligibility proof. All the credentials of the Bidder necessarily need to be relevant to the Indian market. The decision of AIC shall be final and binding on all

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)



## 7.4 Annexure 4: Undertaking for Data and Information Security

(On the Letterhead of the bidder)

Strictly Private and Confidential

To,

Deputy General Manager,

Information Technology Department,

**Agriculture Insurance Company of India Limited,**

**13<sup>th</sup> Floor, AMBA DEEP Building,**

**14, Kasturba Gandhi Marg,**

**New Delhi – 110 001**

Dear Sir,

Sub: RFP no. Infotech Project SEWA 2016/Call Centre/02.06.2016

We acknowledge that during the course of Bid evaluation and subsequent signing of contract with the successful bidder against Request for Proposal (RFP) floated for Call Center to AIC, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, physical data, digital data or intellectual property nature or otherwise), whether oral or written, relating to AIC and its business that is provided to us pursuant to this undertaking.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this undertaking) to preserve such confidentiality.

We shall use the Confidential Information solely for the preparation of our response to the RFP and subsequently showcasing our capabilities to the evaluation committee and not for any other purpose.

We shall not disclose any Confidential Information to any other person or firm, other than as permitted by AIC.

We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].

This undertaking shall not prohibit disclosure of Confidential Information:

To our partners/ directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Call Center:

To the extent that such disclosure is required by law;

To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and



To our professional advisers for the purposes of our seeking advice. Such professional advisers will be informed of the need to keep the information confidential.

Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:

For the purpose of a disclosure permitted by item 5 above; and

To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.

This undertaking shall not apply to Confidential Information that:

Is in the public domain at the time it is acquired by us;

Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;

Is already in our possession prior to its disclosure to us; and is independently developed by us.

This undertaking shall continue perpetually unless and to the extent that you may release it in writing.

We warrant that we are acting as principal in this matter and not as FTE or broker for any person, company, or firm.

We acknowledge that no failure or delay by you in exercising any right, power or privilege under this undertaking shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.

This undertaking shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Delhi courts.

Yours sincerely

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Verified above signature Place:

Date:

Seal and signature of the bidder



## 7.5 Annexure 5: Technical Bid format

Particulars to be provided by the bidder in the technical proposal

RFP no. Infotech Project SEWA 2016/Call Centre/02.06.2016

S. No.	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address& Company website of the bidder	
5	Names and designations of the persons authorized to make commitments to AIC	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	

### Declaration:

- 1 We confirm that we will abide by all the Terms and Conditions contained in the RFP.
- 2 We hereby unconditionally accept that AIC can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
- 3 All the details mentioned by us are true and correct and if AIC observes any misrepresentation of facts on any matter at any stage, AIC has the absolute right to reject the proposal and disqualify us from the selection process.



- 4 We confirm that this response, for the purpose of short-listing, is valid for a period of 270 days, from the date of expiry of the last date for submission of response to RFP.
- 5 We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that AIC will have the right to disqualify us in case of any such deviations.

Place:

Date:

Seal and Signature of the bidder



## 7.6 Annexure 6: Statement of No Deviation for RFP Terms and Conditions

Date:

To,  
Deputy General Manager,  
Information Technology Department,  
**Agriculture Insurance Company of India Limited,**  
**13<sup>th</sup> Floor, AMBA DEEP Building,**  
**14, Kasturba Gandhi Marg,**  
**New Delhi – 110 001**

Dear Sir,

**Reference:** RFP No. Infotech Project SEWA 2016/Call Centre/02.06.2016

There are no deviations (null deviations) from the terms and Conditions of the RFP. All the terms and conditions of the RFP are acceptable to us.

**Witness**

**Bidder**

Signature

Signature

Name

Name

Designation

Designation

Address

Address

Company

Company

Date

Date

**Company Seal**





## 7.7 Annexure 7: Proposed Team Profile

Date:

To,  
Deputy General Manager,  
Information Technology Department,  
**Agriculture Insurance Company of India Limited,**  
**13<sup>th</sup> Floor, AMBA DEEP Building,**  
**14, Kasturba Gandhi Marg,**  
**New Delhi – 110 001**

Dear Sir,

**Reference:** RFP No. Infotech Project SEWA 2016/Call Centre/02.06.2016

Proposed staff to support the indicative call volume across the years

Sr. No.	Name of Proposed Team lead/Proposed Team members	Position proposed for (Team Leader/Team Member)	Professional qualifications and Certifications / Accreditations	Total years of relevant experience	Language (s) known	Number of years of experience in the Language (s) known

Place:

Date:

Seal and signature of the bidder



## 7.8 Annexure 8: Bidder's Past Experience

Date:

To,  
Deputy General Manager,  
Information Technology Department,  
**Agriculture Insurance Company of India Limited,**  
**13<sup>th</sup> Floor, AMBA DEEP Building,**  
**14, Kasturba Gandhi Marg,**  
**New Delhi – 110 001**  
Dear Sir,

**Reference:** RFP No. Infotech Project SEWA 2016/Call Centre/02.06.2016

Sr. No.	Client's Name	Client Vertical	Scope of Work	Number of FTE's	Client Contact Details along with contact person name, designation, phone number & email id	Remarks	Supporting Document attached (PO & Credential Letter etc.) Yes/No

Place:

Date:

Seal and signature of the bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)



## 7.9 Annexure 9: Commercial Compliance Certificate

Date:

To,  
Deputy General Manager,  
Information Technology Department,  
**Agriculture Insurance Company of India Limited,**  
**13<sup>th</sup> Floor, AMBADEEP Building,**  
**14, Kasturba Gandhi Marg,**  
**New Delhi – 110 001**

Dear Sir,

Sub: RFP no. Infotech Project SEWA 2016/Call Centre/02.06.2016

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and work as bidder as mentioned in the RFP document & in conformity with the said bidding documents for the same.

I / We undertake that the prices are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 270 (Two hundred and seventy only) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted by AIC, any time before the expiry of this period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive. I / We agree to the Terms & Conditions mentioned in the RFP document. Further, we confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document.

I/ we agree that AIC reserves the right to renew the contract post completion of the 7 year period for additional two years at mutually agreed price.

Place:

Date:

Seal and Signature of the Bidder

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)



## **7.10 Annexure 10: Bill of Materials**

Provided in the excel



## 7.11 Annexure 11: Format of Bank Guarantee (EMD)

(To be stamped in accordance with stamp act)

Date:

Bank Guarantee no.:

Deputy General Manager,  
Information Technology Department,  
**Agriculture Insurance Company of India Limited,**  
**13<sup>th</sup> Floor, AMBADEEP Building,**  
**14, Kasturba Gandhi Marg,**  
**New Delhi - 110 001**

Dear Sir,

Sub: RFP no. Infotech Project SEWA 2016/Call Centre/02.06.2016

In accordance with your proposal reference no. \_\_\_\_\_ dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after called 'bidder') wish to participate in the said proposal for call center to Agriculture Insurance Company of India Limited having its office at **13<sup>th</sup> Floor, AMBADEEP Building, 14, Kasturba Gandhi Marg, New Delhi - 110 001.**

An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rupees \_\_\_\_\_, Rupees (in words) \_\_\_\_\_ valid up to \_\_\_\_\_ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the proposal document.

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ has undertaken in pursuance of their offer to Agriculture insurance company of India \_\_\_\_\_ (hereinafter called as the beneficiary) dated \_\_\_\_\_ has expressed its intention to participate in the said proposal and in terms thereof has approached us and requested us \_\_\_\_\_ Bank \_\_\_\_\_ to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit amounting to Rupees \_\_\_\_\_ valid up to \_\_\_\_\_.

We, the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head office at \_\_\_\_\_ therefore Guarantee and undertake to pay immediately on first written demand by Agriculture Insurance Company of India Limited, the amount of Rupees \_\_\_\_\_  
Rupees \_\_\_\_\_

\_\_\_\_\_ without any reservation, protest, demur and recourse in case the bidder fails to comply with any condition of the



proposal or any default in violation against the terms of the bid, without the beneficiary needing to prove or demonstrate reasons for its such demand. Any such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from (\_\_\_\_\_) on whose behalf guarantee is issued.

In witness whereof AIC, through its authorized officer has set its hand stamped on this \_\_\_\_\_ Day of \_\_\_\_\_ 2016 at \_\_\_\_\_

Signed, sealed and delivered by Mr. ....

For and on behalf of the Guarantor to do so and to affix the seal of AIC, in the presence of

Office Seal

Place:

Date:

(Authorized Signatory)

Name:

Designation:

Mobile No:

Business Address:



## 7.12 Annexure 12: Authorization Letter to Attend - Bid Opening

Date:

To,  
Deputy General Manager,  
Information Technology Department,  
**Agriculture Insurance Company of India Limited,**  
**13<sup>th</sup> Floor, AMBADEEP Building,**  
**14, Kasturba Gandhi Marg,**  
**New Delhi - 110 001**

Dear Sir,

Sub: RFP no. Infotech Project SEWA 2016/Call Centre/02.06.2016

Mr./Ms.....has been authorized to be represent the time of opening of above RFP  
due on..... at.....on my/our behalf.

Yours faithfully

Place:

Date:

Seal and Signature of the Bidder

**Copy to:** Mr/Ms.....for information and for production before the  
RFP

Opening Committee at the time of opening of Bids.



### 7.13 Annexure 13: Performa for Performance Bank Guarantee

(To be stamped in accordance with stamp act)

Reference No. : \_\_\_\_\_

Date: \_\_\_\_\_

Bank Guarantee No: \_\_\_\_\_

To: \_\_\_\_\_

Against contract vide advance acceptance of the Infotech Project SEWA 2016/Call Centre/02.06.2016 covering supply of \_\_\_\_\_(herein after called the said 'contract') entered into between Agriculture Insurance Company of India Limited (herein after called the Purchaser) and \_\_\_\_\_(herein after called the Vendor) this is to certify that at the request of the Vendor, we \_\_\_\_\_(Name of the Bank), are holding in trust in favour of the Purchaser, the amount of Rupees

\_\_\_\_\_ (write the sum herein words) to indemnify and keep in demnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the Terms and Conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the Terms and Conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to the Purchaser.

We \_\_\_\_\_(Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e. till \_\_\_\_\_(viz. the date upto 12 months after the date of signing of the contract between the Vendor and the Purchaser) herein after called the said date and that if any claim accrues or arises against us \_\_\_\_\_(Name of the Bank) by virtue of this guarantee before the said date, the same shall been force able against us \_\_\_\_\_(Name of the Bank), notwithstanding the fact that the same is enforced within six months' after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_(Name of the Bank), by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_(Name of the Bank), undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suitor proceeding pending before any court or tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.

We \_\_\_\_\_(Name of the Bank), further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to





vary any of the terms and conditions of the said contractor to extend time of performance by the Vendor from time to time or to postpone for any time from time to time any of the power exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said contract and we,

\_\_\_\_\_  
(Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any for bearance by the Purchaser to the said Vendor or for any for bearance and/or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of sore leasing us from liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Office Seal

(Authorized Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:



## **7.14 Annexure 14: Grievance Redressal Policy of AIC**

Provided in Separate PDF.