



BOB Financial
— Credit reimagined —

REQUEST FOR PROPOSAL (RFP)

FOR

**“SELECTION OF VENDOR FOR SETTING UP &
MAINTENANCE/MANAGEMENT OF CONTACT
CENTRE OPERATIONS ON OUTSOURCED
MODEL”**

Date of Issue: 01/08/2020

Reference No. RFP NO: CO: BFSL/CRM RFP/20-21/01

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**BOB Financial Solutions Limited.
2nd Floor, Baroda House,
Behind Dewan Shopping Centre,
S V Road, Jogeshwari West
Mumbai - 400 102**

Email : rfp@bobfinancial.com

To

All Eligible Bidders

SUB: Selection of Vendor for Setting up Contact Centre

Tender Document Details:

Tender Reference Number	RFP NO: CO: BFSL/CRM RFP/20-21/01
RFP Issuance Date (Issue Tender Notification)	01/08/2020
Last date for Pre-Bid queries	06/08/2020
Last Date for receipt of Offers/Bids	22/08/2020 at 3:00pm IST
Date and Time of opening of Technical Offers/Bids	22/08/2020 at 3:30pm IST
Place of opening of Technical Offers/Bids	BOB Financial Solutions Limited. 2 nd Floor, Baroda House, Behind Dewan Shopping Centre, S V Road, Jogeshwari West, Mumbai - 400 102
Earnest Money Deposit/Bid Security	INR 30,00,000/-
RFP Cost	INR 5000/-

[Please note: The above mentioned are tentative dates and the Bidder acknowledges that he/she cannot hold BFSL responsible for any revision in these dates. The bids will be opened in the presence of bidders who choose to be present at the time of opening of bids.]

Issued by:

AVP-Procurement
BOB Financial Solutions Limited.
2nd Floor, Baroda House,
Behind Dewan Shopping Centre,
S V Road, Jogeshwari West, Mumbai-400102

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Meaning of terms used in RFP document:

- BFSL means „BOB Financial Solutions Ltd“ including its Branches, Regional Offices, Field General Manager Office, Processing Centres/Hubs, Cells and all other units and establishments etc.
- RFP means the whole „Request for Proposal“
- ☐ Vendor means one who responds to this RFP document
- Website means BFSL's official website i.e. <https://www.bobfinancial.com>
- Wherever service tax is mentioned, if GST is rolled out, GST will prevail.
- PSB means Public Sector Bank
- ☐ Bidder means the party/firm/organisation submitting RFP response/bid offer as per the details mentioned in this document.
- ☐ Vendor and Bidder are used interchangeably.
- ☐ Contact Centre and Call Centre are used interchangeably.
- FI means Financial Institutions.

Abbreviations used in this Document:**Abbreviation Expansion**

ACD	Automatic Call Distributor
AHT	Average Handling Time or Average Call Resolution
AM	Assistant Manager
AMC	Annual Maintenance Contract
ATS	Aggregate Technical Score
BPO	Business Process Outsourcing
BI	Business Intelligence
CCTV	Closed Circuit Television
CD	Compact Disk
COPC (HPMT)	COPC®High Performance Management Techniques Training
CRM	Customer Relationship Management
CSA / Sr. CSA	Customer Service Associate / Senior Customer Service Associate CTI
	Computer Telephone Integration
CSAT	Customer Satisfaction
CTI	Computer Telephony Interface
CVC	Central Vigilance Commission
DC	Data Centre
DD	Demand Draft
DND	Do Not Disturb
DNIS	Dialed Number Identification Service
DOT	Department of Telecommunication
DR	Disaster Recovery
EMD	Earnest Money Deposit
EMI	Equated Monthly Installment
EASIEST	Electronic Accounting System in Excise and Service Tax FCR
	First Call Resolution
FD	Fixed Deposits
FIS	Fidelity National Information Services
FTE	Full Time Equivalent

FTR	First Time Resolution
GST	Goods and Services Tax
HNI	High Networth Individual
HR	Human Resources
IBA	Indian BFSIs Association
INR	Indian Rupee
IPR	Intellectual Property Rights
IT	Information Technology
IVR	Interactive Voice Response
KPI	Key Performance Indicator
KYC	Know Your Customer
LCD	Liquid Crystal Display
LD	Liquidity Damages
LED	Light Emitting Diode
LOI	Letter of Intent
MIS	Management Information System
MPLS	Multiprotocol Label Switching
NAV	Net Asset Value
NASSCOM	National Association of Software and Services Companies NCR
	National Capital Region
MMR	Mumbai Metropolitan Area
NDA	Non-Disclosure Agreement
NDNC	National Do Not Call
NEFT	National Electronic Funds Transfer
NGRTGS	Next Generation RTGS
NIM	Net Interest Margin
NPA	Non-Performing Asset
NPV	Net Present Value
NRI	Non Resident Indian
OFSS	Oracle Financial Services Software
OLTAS	Online Tax Accounting System
OTP	One Time Password
PC	Personal Computer
PBG	Performance Bank Guarantee
PF	Provident Fund
PIN	Personal Identification Number
PPF	Public Provident Fund
PRI	Primary Rate Interface
PSB	Public Sector Bank
Q & A	Questions and Answers
QRC	Queries, Requests or Complaints
RBI	Reserve Bank of India
RD	Recurring Deposits
RFP	Request for Proposal
SBGRS	BOB Financial Solutions Ltd Grievance Redressal System
SLA	Service Level Agreement
SMA	Special Mention Accounts
SME	Small & Medium Enterprise
SMS	Short Message Service
Sr. CSA	Senior Customer Service Associate
TAT	Turn-around Time
TDS	Tax deducted at sources

TL	Team Leader
TPIN	Telephone Personal Identification Number
TRAI	Telecom Regulatory Authority of India
UPS	Uninterrupted Power Supply
USB	Universal Serial Bus
VAT	Value Added Tax
WAN	Wide Area Network

1 INTRODUCTION AND PURPOSE

BOB Financial Solutions Ltd, (herein after referred to as the BFSL) intends to select a Vendor for set-up and maintenance of the Contact Centre for providing different services and support to its valuable customers through Inbound / Outbound calls as well as IVR assisted Call Response Service to our existing as well as prospective customers. The plan is to set-up state-of-the-art Contact Centre(s) housed within BFSL premises in Mumbai/Mumbai Metropolitan Region or in Any other place in India. The Contact Centre(s) will be on a managed model where staff and technology is managed by the vendor but housed in the premises of BFSL. This Request for Proposal document has been prepared exclusively for the purpose of enabling the BFSL for selecting the Vendor for set-up and maintenance of the Contact Centre(s) -to manage customer service.

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

1.1 About the BFSL

1.1.1. Established in the year 1994, BOB Financial Solutions Limited [Formally known as Bobcards Ltd.], a Company having its Regd. & Corporate Office at 2nd floor, Baroda House, S V Road Jogeshwari (West), Mumbai -400 102 (herein after referred to as a 'Company' or 'BFSL') is a wholly owned subsidiary of BFSL of Baroda, a large public sector BFSL having global presence with its vast network of over 5,500 branches. It is also registered as a Non-Banking Financial Institution with the Reserve Bank of India.

1.1.2. As on date, The Company has a network of 38 area offices spread throughout the country as on date. The Company is involved in various financial services like credit cards issuance and it's related operations , and Merchant acquiring operations.

2 Intent

2.1 Model of the Contact Centre

The new centre/(s) that would be set up by the Vendor would be on a complete Outsourced Model with the Vendor bringing in necessary hardware and software that is required to run the Contact Centre with the scope of work as mentioned in this document. However, the servers and other IT hardwares will be hosted and managed by BFSL and the IVR/ACD/CRM applications will be at BFSL's premises & managed by the service vendor. The Vendor will also require to integrate its applications with that of BFSL's relevant applications (Like Card Management System & COS) to seamlessly provide an omni-channel experience to the customers. BFSL will provide Tollfree number, PRI lines, hardware & Hosting Infra for hosting Callcentre Technology & CRM, for the rest will be managed by the selected service provider.

The Technology of the Vendor would include Customer Relationship Management software (CRM) that shall facilitate agents to answer customer queries and record service requests for further processing by the BFSL. Such CRM should facilitate fulfillment of service requests placed by the customer with a Customer Service Agent through proper workflow management i.e. through a customer request resolution module that can be used by the Branches to fulfill / complete such requests.

The Request for Proposal includes Scope of Work and the other requirements of the BFSL to establish the Contact Centres that would facilitate and offer a holistic experience to the customers of the BFSL.

2.1.1 Location

The BFSL proposes to have the Contact Centre at Mumbai or MMR in BFSL premises. The contact centre infrastructure needs to be set up by the Vendor and should have the ability to perform both inbound and outbound functions. The centre should be fully operational within 75-90 days of award of contract. It is expected that the Vendor will incorporate learnings and best practices based on the previous experience at their centres.

BFSL –will need DR site that it will define and the vendor shall set up infrastructure and staff accordingly. Depending on load balancing methodology and in case of problem with one centre the other will act as disaster recovery centre and vice versa. The selected Vendor has to do necessary arrangement for achieving the above load- balancing-cum-disaster-recovery scenario.

BFSL will provide call forecasts to enable the vendor to recommend optimal staffing subject to approval from BFSL. The staffing can be altered both ways, based on pre-agreed advance notice to the vendor..

2.1.2 Capacity

The capacity of Contact Centre that would be established by the Vendor will be as under:

The expected gradual ramp up will be upto 50 FTEs (equivalent to 182 login hours per month based on total logged in duration of agents in a month) by the end of year 1, 75 FTEs by the end of year 2 and 100 FTEs by the end of year 3 (these capacities are for both centres put together). However, these are indicative numbers. The BFSL reserves the right to deviate from this ramp up plan at its sole discretion based on call volumes and other factors it considers relevant. The number of CSAs dedicated to inbound and outbound shall be decided by the BFSL from time to time.

Ramping-up in terms of number of FTEs (equivalent to 182 login hours per month based on total logged in duration of agents in a month) and timing of ramping-up will be at the sole discretion of the BFSL. If need be, BFSL may call upon the Vendor for ramping up earlier than proposed; Vendor should be able to ramp up as per BFSL's request at 3 weeks' notice.

2.1.3 Languages

The Contact Centre will provide services under -8 languages – Hindi, English.. and other regional languages i.e. Kannada, Tamil, Malayalam, Telugu, Bengali, Gujarati. The regional languages could be a fast follower to the primary languages of English and Hindi based on mutually agreed time period... The Agent allocation among languages will be decided by BFSL in consultation with the Vendor. BFSL reserves the right to add any regional language and service in future based on pre-agreed advance notice period mutually agreed upon.

2.1.4 Period of Contract

The contractual period will be of 3 years that can be extended for an additional period of one year based on mutually agreed commercials and/ or other modification to the agreement. For the initial 6 months, the functioning of Contact Centre will be comprehensively reviewed once in a month consisting of Top Management Committee to be constituted for this purpose by the BFSL. Post first six months of operations, the performance shall be reviewed once a quarter. The quarter for this purpose would mean the period of January-March, April-June, July-September and October-December and quarterly review shall take place in the months of April, July, October and January every year respectively. This can be altered with mutual agreement depending upon business requirement. However, due to unsatisfactory performance and/or service levels and/or any material breach of contract, both parties can mutually agree to terminate the contract with minimum 6 months notice period.

2.1.5 Contact Centre Timings and Holiday

The Inbound/Outbound/Omni Channel Contact Centre will operate 24 hours on all seven days in a week and therefore the Contact Centre will be available to customers on all 365/366 days. The list of such activities shall be decided by the BFSL in consultation with the Vendor.

The CSAs, team leaders and managers are required to be available during this period of time. Depending on call flow, BFSL may consider extending a few seats beyond these hours also. Transportation for

agents, etc., will be the responsibility of the Vendor with no extra cost to the BFSL.

2.1.6 Penalty for delayed implementation

The successful bidder must strictly adhere to the delivery dates as indicated in this RFP for operationalization of the proposed Contact Centre. Failure to meet the delivery dates, unless it is due to reasons entirely attributable to the BFSL, may constitute a material breach of the Bidder's performance.

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

Penalty based on following table will be levied for delay in meeting the delivery date i.e. 60 days for Outbound and 90 days for full functionality (i.e. Inbound, outbound, IVR, chat etc. as specified in clause 2.2 Scope of Work) from the date of purchase order.(Procurement decision, what's commercial practice ?/)

Delay	Penalty
Upto 2 Weeks	0.5% of projected outflow for 1st year
2 – 4Weeks	1% of projected outflow for 1st year
4 – 6 Weeks	1.5% of projected outflow for 1st year
6 – 8 Weeks	2% of projected outflow for 1st year
>8Weeks	3% of projected outflow for 1st year

A cap of 3% of the Projected Outflow would be reserved as penalties against any delay in meeting milestones.

2.2 Scope of work

The scope of functions/work/solutions to be covered by the selected Vendor for the Contact Centre to be set up can be broadly classified into the following categories:

- a. Inbound calls
- b. Outbound calls
- c. Self service functions through IVR
- d. Customer Segmentation
- e. Online Chat
- f. Other Channels & New initiatives

2.2.1 Inbound calls

The following table indicates an illustrative (not exhaustive) list of functions to be covered under inbound calls:

Type of functions:

Category	Description
----------	-------------

Enquiries related to BFSL Product & Services	<ul style="list-style-type: none"> An indicative list of products includes: <p>To attend to customer's inbound call and resolve customer's queries and complaints on Credit Cards transactions broadly (but not limited to) include</p> <ul style="list-style-type: none"> Inquiries Transactions Update Records Service request management Complaint management Alerts & Reminders (multi channels - channel including emails, sms, self serve requests, paper mails etc) Product related information Service recovery calls Any other calls based on business need
Account based queries	Credit Limit enquiry
	Transaction related enquiries (such as transaction status, BFSL charges, interest applicable / applied / charged, last five transactions etc.).
	Status of account (e.g. application status, dispatch status, active, in-active, closed etc.).
Service requests	
	Requests for statements
	Request for Updation of Name, Address, Mobile No., Email ID, etc
	Request for Card Blocking & Replacement
	Request for Bonus Point Redemption
	Request for Card Cancellation
	Request for PIN Reset/Generation
	Request for EMI
	Any other service requests

Category	Description
Support on alternative channels- Internet and Mobile Banking	Activation and De-activation
	Re-pin
	Blocking and Unlocking of account
	Any other service requests

2.2.2 Outbound calls

An indicative (not exhaustive) list of functions to be covered under outbound calls is given below:

Category	Description
	Preliminary lead validation – verification of number, name, purpose, etc.

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Sales - Lead generation & Marketing	Lead Generation - outbound calling for marketing products to existing customers for up-sell / cross-sell	
	Outbound calling for selling pre-approved loans	
Campaign calling	Special campaigns on targeted customer segments – eg: NRI campaign, Save tax campaign for HNIs etc.	
Sales – Fulfillment	Sales fulfillment for various products - Fixing of appointment, verification of details etc.	
	Sales fulfillment for various products - Assist in lead escalation and follow up	
Existing customers	Welcome Call	
	Card Servicing Calls for VIP customer segment	
Soft Recovery	Soft reminder to the customer on due dates and demand due	
	Follow-up calls for Bucket 0,1,2 customers and coordination with recovery agents (if any)	
Customer Satisfaction	Conduct CSAT survey for branch / BFSL's services	
	Conduct CSAT survey for Contact Centre services	
Updation of customer details	Outbound calling for updation of records	

2.2.3 IVR

Apart from the Agent staffed Contact Centre, the Vendor also has to deploy Self-service Channel mainly in the form of IVR. The IVR system deployed by the Vendor should have capabilities to authenticate the user based on their T-PIN or Credit Card and PIN combination or any other parameter decided by the BFSL.

An indicative (not exhaustive) list of transactions that could be added is given below:

Category	Description
Credit Card	Blocking of Credit Card
	Credit Card PIN generation / re-generation
	Credit Limit Enquiry
	Due Date & Amount Enquiry
	Application Status Enquiry
	Card Dispatch Status
Feedback	Feedback Request

Additionally, the BFSL, at its discretion might include more functions on IVR

IVR Structure and Call flow

The Vendor selected to run the Contact Centre will be required to design the IVR tree structure in consultation and with the approval of the BFSL. The IVR structure shall be implemented seamlessly. The BFSL may suggest changes and customization in IVR tree structure from time to time, which the Vendor will be required to execute within 7 working days free of cost. The initial IVR flow implemented by the Vendor should be capable of being scaled up to support increase in ports as well as functionalities required by the BFSL and no incremental cost would be borne by the BFSL for these changes.

The Vendor 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 the BFSL. BFSL would provide the advertisement to be configured on the IVR.

The IVR shall be enabled to receive calls directly from the telecom service provider at the respective centre(s) without the need for outbound dialling for transfer of calls between the two locations. Necessary infrastructure such as ACD, CTI and Call Logger etc. shall be made available at both the centre(s) for call logging / recording at the respective centre(s).

The Vendor shall make available the necessary infrastructure for routing of calls between both centres as maybe necessary to facilitate transfer of calls between the two locations. The Vendor shall be responsible for providing the connectivity with required bandwidth for further routing of calls post IVR.

2.2.4 Online-chat/web-chat/Twitter/Facebook/Whatsapp/Other Social Media Channels

The BFSL intends to introduce active query resolution through Online-chat/web-chat/Twitter/Facebook/Whatsapp/Other Social Media Channel services. The Vendor shall provide this solution as part of this proposal and extend the same to required number of agents and the same may be increased as per the discretion of the BFSL. These FTEs shall be counted as part of the overall capacity as mentioned in the "Capacity" section. The interaction log has to be recorded against the customer once the chat is over. The web- chat format should be of free text based chat.

2.2.5 Segmentation

Currently, the BFSL has 3 segments (Ordinary, Premier & Eterna/Radiance) in services to be provided based on type of customers. However, going forward, calls from the segments mentioned below may need to be attended by more experienced, multi- skilled and suitably trained agents and the Vendor should be able to provide this at no extra cost.

The BFSL expects Sr. CSAs i.e. more experienced and better rated agents to be attending calls related to these customers.

- Premier Customers
- Corporate / SME customers
- Eterna /Radiance Customers
- Any other segment which the BFSL decides to add in future

The Vendor would also be expected to route calls to the respective Agents depending on caller identification through T-PIN or call from registered mobile or any other means for existing customers who call the general toll-free number. Such systems to identify callers should be developed by the Vendor to extract relevant information from the BFSL's existing Card Management System when the customer calls the Contact Centre.

2.2.6 Role of BFSL staff at the Contact Centre

BFSL requires the Service Provider to deploy all the manpower resources required for running the Contact Centre. However, BFSL may at its discretion depute its employees in managerial/supervisory positions either full time or part time, to ensure quality of service and control/monitoring over day to day functioning of the Contact Centre. Further, BFSL may also depute exclusive resources for handling financial transactions and for escalations, wherever necessary. Exact numbers of BFSL employees will be shared with the selected Vendor. The decision of the BFSL will prevail in every case of dispute.

- Some of the activities of the BFSL staff at the Contact Centre include:
 - Performance quality monitoring of calls
 - Liaise with supervisors to ensure adherence to KPIs

- Manage escalations, if Vendor is not able to resolve QRC"s (Queries, Requests or Complaints)
- Update floor supervisors on volume forecasting and to ensure necessary actions are taken by the Vendor

Further, the BFSL may also depute exclusive resources for better and timely resolution of the call categories given below (list is illustrative, not exhaustive):

1. Disputes
2. Escalations (wherever necessary)
3. Timed and un-timed senior officer visits

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

The total number of BFSL Officers in the Contact Centre premises will be decided by the BFSL and informed to the Vendor. The Vendor has to provide seats, PC, Printer, Telephone, Internet etc as required by them. In the center(s), Vendor should provide 4seats for BFSL Officers to be seated in secluded area in the Contact Centre. Vendor also has to provide all administration level permissions to access all sub-systems/ servers (including IVR, CRM, ACD etc.) to the onsite BFSL Officers. This number may vary in future depending on the volume of call escalations and quality monitoring requirements as the Contact Centre scales up. Vendor shall make provisions at no additional cost to BFSL.

2.3 IT infrastructure and integration

BFSL wants bidder to quote for IVR system such as Aspect, Genesis & Cisco.

The Vendor is expected to deploy the latest technology in the proposed outsourced Contact Centre solution. Vendor should specify a single solution, which is cost-effective and meeting the tender specifications. It is the responsibility of the Vendor to decide the best suitable solution

Description	Owner
DC (Rack)	BFSL
Servers (DC, DR, Application)/Storage/DB	BFSL
Connectivity	BFSL
PRI	BFSL
Softphones/Headphone	Bidder
DOT License	BFSL
UAT environment	BFSL
DR	BFSL
Call centre Application Management	Bidder
Desktop	BFSL
IVRS and implementation	Bidder
CRM License cost, management and implementation cost	Bidder
Voice recording/QC	Bidder
Application management and relevant Service Levels	Bidder

Backup Solution	BFSL
Infra management Windows OS Server and Desktop	BFSL
Disaster Recovery Services	Bidder

The selected Contact Centre Vendor will bring in any other infrastructural facilities that it feels necessary to deliver the required level of performance.. The vendor needs to provide 1 onsite resource (L1 resource) to manage the Call Centre Technology at the BFSL site.BFSL will allow remote access of IVR platform in case of any issues which need to be managed for escalations (if any).

Knowledge management

BOB Financial Solutions Ltd will disseminate all information relevant to manage the stated processes in 2.2 above to the Vendor. Communication of all process changes, new initiatives etc. would also be timely disseminated to the Vendor. In addition to the above list of services, BOB Financial Solutions Ltd can add new services to be offered at Contact Centre. Vendor needs to specify process for addition of such services and time to launch new services at Contact Centre.

The Vendor will keep BOB Financial Solutions Ltd informed of any information unknown to BOB Financial Solutions Ltd that comes by way of customer interaction. Post confirmation by BOB Financial Solutions Ltd such information would also form part of the knowledge base being maintained by Vendor.

2.3.1 Responsibility of Vendor for BFSL's Property

Vendor shall take due care of computer hardware, software, furniture, telephones and / or any other equipment, if any, provided by the BFSL at Contact Centre premises and shall be responsible for any loss or damage caused to the BFSL's property/items due to their negligence. The Vendor will not use the above mentioned items/ facilities for any other purpose except in accordance with the direction of the BFSL. Further, the Vendor or their staff will not get any claim or right like tenancy or otherwise over the items/infrastructure of BFSL by merely utilizing the same during the given assignment.

2.3.2 Functional Requirements of IT Components

Automatic Call Distribution (ACD)

- Support multiple groups for all call types
- Provide highly configurable system for adding/removing users, assigning users to different queues and defining skill sets
- Support skill-based routing
- Allow calls to be transferred within the Contact Centre
- Support the relaying of the information messages (marketing messages) to callers
- Active call back

Computer Telephone Integration (CTI)

- It should be interfaced with the BOB Financial Solutions Ltd system(s) and the other third party applications to send/receive data which needs to be populated. Specifics, mode and frequency to be decided with the Vendor for each call subsequently.
- On transferring the call to another agent the screen too should be transferred to that agent's screen.
- The CTI must be capable of activating the fast dialing feature of the ACD.
- Call events should be handled from the system such as hold, retrieve hold, conference, transfer etc.
- CTI should be integrated with core Contact Centre system.

Contact Centre Application

- Enable Managers / Supervisors to monitor the overall performance of the Contact Centre agents and interact when needed.
- Contact Centre application must also interface with BOB Financial Solutions Ltd applications to retrieve information and perform tasks which would be required by the agent.
- The application must integrate with the CTI and should be able to pull out all details entered by customer from the time the customer reaches an agent.

Campaign Management

- Should have the capability of management and execution of effective outbound calls involving marketing campaigns and calling back to customers.
- Should have the capability to monitor & report of outbound call activities.

Performance Monitoring

- Provide capability to define key performance indicators (KPIs) and measure performance against defined KPIs, both online and with scheduled/ad-hoc reports.

Recording

- Recording of calls is to be provided. The recording should contain detailed call information and the solution must provide advanced searching capabilities. Voice logger system should have storing capacity of voice recording
- All call recording should be with 90 days backup at Vendors side and then handed over to the BFSL on magnetic tape like storage for further storage mechanism.

Automatic Call Dialer

- ACD should be implemented in Contact Centre for automatic dialing for outbound calling, with NDNC scrub.
- Dialer should be integrated with CRM – on dialing the customer number, relevant details of the customer should appear on agent's screen.
- Progressive dialer integration should be made available in CRM for initiating command to dial.

SMS Gateway

- The BFSL currently has an SMS gateway.
- The gateway should be integrated with Contact Centre application to send need based SMS(s) to customers
- SMS –dialer integration
- The Vendor is expected to carry out integration of the call centre application with this gateway in order to be able to send across SMS' for various purposes as specified by the BFSL from time to time.
- The cost of these SMS' will be borne by the BFSL.

2.3.3 Customer Relationship Management (CRM)

The Vendor shall deploy own Customer Relationship Management (CRM) software, which will be customized as per the BFSL's requirement. This CRM solution shall be hosted in the BFSL's data centre. However, the Contact Centre Vendor has to implement and maintain the server and solution. Further, BFSL may not allow any remote access of the CRM system and Vendor has to physically visit BFSL's Data Centre for any maintenance activity. The CRM should be able to support all functionalities / scope of work that are expected to be performed in the Contact Centre as discussed above. The CRM should be capable of all details of the customer based on the caller information from the ACD and provide contextual information during calls to provide a more effective response by the CSA.

The CRM should support the CSA with the right tools and information to interact with the customers effectively and handle / wrap calls within the shortest response time. It should have

a clear seamless workflow capable of making tasks more objective for the CSA. The CRM should include state of the art architecture to include futuristic initiatives such as the ability to provide customer analytics and other assistance to the agent. It should also facilitate assignment of customer requests to respective wings / departments / central processing units.

Key functionalities expected from the CRM brought by the Vendor include:

- Relevant screen pop-ups to the agents along with the details of previous calls during the last 90 days, on the agents' desktop on the basis of previous interactions through CLI, DNIS (Dialed Number Identification Sequence), etc.
- SMS, Email, Fax, Twitter and Web based lodging of queries, web chats & resolution.
- Announcement of position in call queue for all customers during call queue waiting (e.g. "You are 3rd in queue"). Call queue waiting time is the waiting time in Automatic Call Distributor (ACD) queue after pressing prescribed digit to talk to the agent but before being answered by the agent.
- Option for all customers or specific customer groups as decided by the BFSL to request for a call back by agents in case the waiting time exceeds threshold specified by the BFSL, such that in case such customer wishes to stop waiting and registers for the said option, an announcement will be played to customer that an agent will call him back shortly. Thereafter, an agent will make an outbound call to the customer. The maximum call back time will be as defined by the BFSL from time to time
- Option to transfer a call to relevant IVR or agent without disconnection of the call in case a call meant for one segment, lands on to the agent of another segment
- Ability to be integrated with other relevant systems of the BFSL to facilitate authentication of customer, processing of transactions and enhance customer experience
- CRM brought by the Vendor should facilitate fulfillment of service requests placed by the customer with a Contact Centre agent through proper workflow management i.e. through a customer request resolution module
 - This module can be either a part of the CRM or a separate independent module.
 - A web based access of this module should be provided to our branches / sections to view and fulfill the service requests, complaints, queries recorded by the CSAs on behalf of customers.
 - The BFSL department / processing centre should be able to identify requests assigned to them and update status of completion of such requests.
 - The CSA in turn should be able to indicate the status of such request to the customer, if requested.

All agents should capture/log details of each call in the CRM system, which should be stored in the server provided by the BFSL and made available to BFSL Officials for verification. No data will reside outside the BFSL's servers. The integration with the BFSL software will be solely with the purpose of enabling authentication and access based on customer information. When BFSL introduces Vision Plus (New CCMS software), the Vendor should also integrate their CRM with this system. When the BFSL upgrades its existing version of other systems, the CRM should be able to seamlessly integrate with the new upgraded systems of the BFSL without any restrictions.

2.3.4 Data and Systems Integration

Vendor also, shall carryout any integration which might be required for smooth and seamless functioning of BFSL's Contact Centre operations. Vendor would need to integrate their CRM

with BFSL's various systems such that information flows smoothly between Vendor and the BFSL.

The Vendor on-boarding should also ensure that the data integration is complete across all locations of the Contact Centre. As and when new centres are opened by the Vendor in agreement with the BFSL, the systems of the new centre should also be integrated with the other centre. The Vendor shall always ensure integration of his systems with that of other Vendors who would be on-boarded. Also, all call records would need to be shared across Vendors and locations. In special circumstances, facility to transfer calls from one Vendor's site to the other should be available.

The Vendor selected to run the Contact Centre will be required to carry out integration with multiple applications used by the BFSL to meet the required functionality mentioned in [Clause 2.2: Scope of Work](#).

The above systems in BOB Financial Solutions Ltd like Electra, Vision Plus, Alternate Delivery Channels etc. are maintained by different Vendors. The selected Contact Centre Vendor has to coordinate and liaison with the respective source Vendors to provide seamless integration and factor the cost for above integrations. BFSL shall facilitate interaction/meeting with the source Vendors. Customer Request Resolution module to be brought in by the Contact Centre Vendor shall be used to fulfil the service requests/queries raised by customers received at Contact Centre. Electra/Vision Pus/Customer Portal/Customer App modules shall interface with the CRM. While such required software shall be implemented by the Contact Centre Vendor, the Contact Centre Vendor should recommend a highly secure model, agreeable by the BFSL to ensure utmost data security of customer data. These integrations will be solely with the purpose of enabling authentication access based on customer information.

In case the BFSL decides to upgrade/change the Electra/Vision Pus/Customer Portal/Customer App modules, Vendor has to re-integrate their applications with the BFSL's upgraded/changed systems without any extra cost to the BFSL during the contract period.

The Contact Centre Vendor being the solution provider should undertake necessary upgradation/enhancements to Contact Centre software solution during the period of contract, free of cost.

The Bidder should work closely with various service providers/contractors and other various existing and future Vendors supporting various delivery channels and other packages of the BFSL for interfacing the Contact Centre system with the BFSL's various back-end systems.

2.3.5 Business Continuity and Disaster Recovery Plan

It is reiterated here that BFSL would like to operate at least two locations as a measure to limit operational risk and ensure continued customer service, i.e., one location as a disaster recovery (DR) unit to the other or vice-versa. The centre that would be set up by the Vendor in Mumbai would be the primary centre and the other centre in South India will act as the disaster recovery site (As & when BFSL wants to start the new centre).

For the purpose of continuity of business in case of a disaster of any kind, which may render the Primary Centre incapable to provide services, the secondary site will be equipped with the same hardware as the Primary Centre and will be as capable as the Primary Centre in respect of delivery of services. These will serve as DR site for the BFSL. Vendor has to develop, establish and demonstrate robust framework for documenting, maintaining and testing Business Continuity and recovery plan. The DR plan of the Contact Centre should be reviewed from time to time when new centres come up and the Vendor should submit changes to the business continuity plan appropriately.

2.3.6 Review and MIS

Formal monthly reviews would be scheduled between the Vendor and BOB Financial Solutions Ltd. The objective of the review would be to assess the performance of the previous month. Vendor would be required to present the performance of previous month with detailed root cause analysis and suggested action plans for improvement. BOB Financial Solutions Ltd will communicate the schedule of reviews to the Vendor 7 days in advance for due readiness. In addition to the formal monthly reviews, BOB Financial Solutions Ltd can call for intermediate review meetings, if needed. The Vendor will be expected to provide the certain MIS & Reports on a periodic basis as agreed with BOB Financial Solutions Ltd at the time of Vendor finalization. The Vendor will also be expected to maintain and provide real-time MIS for select parameters/ metrics as agreed with BOB Financial Solutions Ltd from time-to-time. Any ad-hoc reports as may be requested by BOB Financial Solutions Ltd need to be provided by the Vendor within the pre-informed TAT without any additional cost to the BFSL.

2.4 Service Requirements

2.4.1 Manpower Profile

The hierarchy, i.e., Associates > Team Leader > Assistant Manager, will be decided by the Vendor, who will ensure meeting of SLA requirements.

a. Customer Service Associates (CSAs)

The profile of the CSAs should be as follows:

- Graduate or Equivalent
- Able to speak, read and write in Hindi and English, and if required other regional languages.
- Able to communicate confidently and politely, with good speaking skills. Any instance of rude expression should result in immediate replacement of the said CSA without waiting for the BFSL to raise the issue. All such instances shall be brought to the notice of the BFSL immediately.
- Experience of at least 6 months to 1 year in a Contact Centre, or in direct selling/ telemarketing in the service industry but fresh candidates can be considered (Not more than 40% can be fresh candidates).
- Awareness on Credit Cards/Debit Cards

b. Senior Customer Service Associates (Sr. CSAs)

The profile of the Sr. CSAs should be as follows:

- Must be a Graduate or equivalent.
- Able to speak, read and write in Hindi and English, and if required other regional languages.
- Able to communicate confidently and politely, with good speaking skills. Any instance of rude expression shall be brought to the notice of the BFSL immediately and the BFSL's decision to seek his / her replacement shall be final.
- Experience of at least 2 years in a Contact Centre, in customer service/direct selling/ telemarketing in the service industry (Fresh candidates CANNOT be considered).
- Awareness on Credit Cards/Debit Cards
- Detailed knowledge of intricacies of BFSLs products and how they compare against competitors.

c. Team Leaders

The profile of the Team Leaders should be as follows:

- Must be a Graduate or equivalent.

- Must have undergone training on lines of COPC (HPMT) or similar certification acceptable to the BFSL.
- Able to speak, read and write in Hindi and English, and if required other regional languages.
- Able to communicate confidently and politely, with good speaking skills.
- Experience of at least 3 years in a Contact Centre, or in customer service/direct selling/telemarketing in the service industry (Fresh candidates CANNOT be considered).
- Experience in coaching and developing skills of people.
- Effective problem-solving and decision-making skills.
- Knowledge of BFSL's products & processes along with detailed knowledge of BFSL products, their uniqueness, comparison to competitors etc.

d. Assistant Managers

The profile of Assistant Managers should be as follows:

- Must be a Graduate or equivalent.
- Must have undergone training on lines of COPC (HPMT) or similar certification acceptable to the BFSL.
- Able to speak, read and write in Hindi and English.
- Able to communicate confidently and politely, with good speaking skills.
- Experience of at least 4 years in a Contact Centre, or in customer service/direct selling/telemarketing in the service industry (Fresh candidates CANNOT be considered).
- Experience in coaching and developing skills of people.
- Effective problem-solving and decision-making skills.
- Complete knowledge of BFSL's products & processes.

e. Trainers

Ratio of trainers to Agents should be maintained as per industry standard. An indicative ratio of trainers to FTEs is 1:25 to 1:35. There should be a minimum of 1 trainer at any point of time on the site.

The profile of the trainers should be as follows:

- Must be a Graduate or equivalent.
- Experience / knowledge of BFSL's products & processes.
- Experience of at least two years in training in the field of soft skills and communications.

f. Ratio of CSAs, Sr. CSAs, TLs and AMs

The criteria for providing CSAs, Sr. CSAs, TLs and AMs are as follows:

- 1 Sr. CSA for every 1 CSA (The CSA should not be reporting to a Sr. CSA; The Sr. CSA should be a better and more experienced CSA who handles priority calls or calls involving complicated queries or up-sell / cross-sell as mentioned in scope of services). The BFSL reserves the right to change this ratio and specify functions which will be catered to by CSA and Sr. CSAs.
- 1 Team Leader for every 15 CSAs / Sr. CSAs
- 1 AM for every 40 CSAs

There should be a promotional process within CSAs so as to ensure that better candidates are incentivized e.g. CSA to TL etc. Also, CSAs trained/employed on BFSL's account (i.e. BFSL's product / services) cannot be shifted to other accounts (i.e. other BFSL / organization) without explicit prior approval of BFSL.

It is clarified here that the BFSL shall not make any additional payment in respect of Team Leaders, Assistant Managers, Trainers etc. deployed by the Vendor for taking escalations, supervision and control of CSAs on the floor.

The BFSL may conduct lateral recruitment in activities such as Quality, Audit, HR, Training, and IT to ensure that the quality of services to be offered to the customers of the BFSL is maintained.

Police verification is mandatory for all selected resources. However, keeping in view of time delay in obtaining the same, the Service Provider may allow their resources to undertake training or any other pre-production formalities. But, all the resources committed for BFSL, should have clear Police verification before they are inducted into production environment.

BFSL reserves the right to recommend the ex-employees of the BFSL for any of the positions in the proposed Contact Centre

If the behavior of any resource of the Respondent is not up to the satisfaction of the BFSL or any such staff misbehave with any customer/s of the BFSL during the performance of given assignment, the Respondent will immediately, on the advice of the BFSL, remove such resource without expressing any objection to the BFSL in any manner.

g. BFSL's participation in recruitment

The BFSL considers the Contact Centre as a key strategic channel for customers and would like the highest quality of services to be provided through this channel. In line with this objective, the BFSL or any of its agents may want to involve itself at various stages of the recruitment and training process. The Vendor is expected to extend full cooperation and is expected to follow the directions of the BFSL for the same. The activities the BFSL envisages are as follows (illustrative list, non-exhaustive):

- The BFSL may interview potential staff at the Contact Centre
- The BFSL may do mock calls to the Contact Centre candidates or CSA and Sr. CSAs to test their competence
- The BFSL may prescribe trainings and examinations to ensure the highest quality standards are met

2.4.2 Training

The Vendor in consultation with the BFSL, shall design capsule training programs for different products and also prepare a quarterly calendar to provide training to all resources on the systems and procedures laid down by the BFSL, as appearing in this document, but not limited to the provisions herein. The training will cover the following:

- Communication and Soft Skills training
- Proposed Contact Centre processes
- Technology
- Products and services of the BFSL
- The behavioral and cultural expectations of BFSL from a professional Customer Service Associate
- Information security and its relevance and importance to the customers
- Knowledge of BFSL systems, operational procedures, and KYC norms
- Documentation and formalities required for availing various products and services of the BFSL.
- Customer Service and Citizen Charter

An Induction Training of at least 21 days viz., 4 days for communication and soft skill, 14 days for products and services of the BFSL and 3 days for buddy up, will need to be imparted to all newly recruited Agents. However, since the BFSL will keep modifying its products and services, and keep introducing new products and campaigns, the Vendor will put in place a training system to ensure continuous updating of knowledge, processes and skills.

Each CSA will be cross trained about different activities for a minimum period of 1 day every month. They will be treated on duty for the day they remain on training. The BFSL, at its

discretion, may additionally interview the newly recruited Agents before their deployment on the floor. In case BFSL feels that the performance is not adequate, the Agent shall have to repeat the required training process or be replaced with suitable Agent as defined above at no cost to the BFSL.

The actual requirement of training may be assessed while setting up the Contact Centre and will be advised by the BFSL. However, the training infrastructure would need to be made available in the premises by the Vendor. While the BFSL may support training efforts by providing its employees for training the trainers of the Vendor on BFSL operations and processes from time to time, the Vendor will be required to bring in necessary faculty support for the training of the CSAs.

In the event of opening up of centres by other Vendors, the Vendor shall coordinate with other Vendors to ensure that uniform training pattern is followed and consistently deployed across all locations / centres.

2.4.3 Due diligence on employees before appointment & Staff Retention Program

The Vendor should put in place adequate & verifiable process for conducting due diligence on its employees prior to their appointment by way of verifications of their academic/other credentials with reference to original certificates issued by schools/colleges/universities/other statutory authorities, obtaining & verifying at least two respectable references, verification of details of previous employment etc.

The Vendor will put in place systems to ensure that the resources are not changed frequently for internal reasons. Suitable motivational efforts and incentives may be provided to the Agents and senior staff so that attrition rate is kept at the minimum level. If the attrition rate rises to above 8%, the BFSL can suggest policies which will need to be implemented by Vendor to reduce attrition.

2.4.4 Assessment & Remedial Action

The Vendor will put in place evaluation systems to continuously evaluate the performance of its resources. A 'Quality Score' may be generated for all Agents on daily basis and put up to the BFSL on weekly basis. The parameters for 'Quality Score' will include time duration for various functions, number of calls handled, number of leads generated, fatal / technical error, etc. The BFSL will decide on the benchmarks for Quality Score and the Vendor will agree to maintain only those Agents who qualify the "Quality Score" criteria as decided above for audit/inspection.

The BFSL reserves the right to seek replacement of any Agent /staff whose performance / conduct is not satisfactory or their continuation affects the reputation of the BFSL. In all such cases, the bidder shall replace the resource without any additional cost.

2.4.5 Quality Management

Vendor will deploy an exclusive quality management team who will continuously audit the systems and procedures of the Contact Centre. This team will also suggest systems to improve the ratings against SLA parameters. The Vendor will present information about its internal audit and quality assurance practices in all areas of operations, including human resources in periodical review meetings. The BFSL's resources including RBI officials may inspect / audit the Contact Centre facility any time with or without notice to the Vendor and the Vendor shall extend all necessary support and make available necessary data/records relating to Contact Centre.

2.4.6 Industrial relations and discipline

The Vendor will put in place appropriate disciplinary procedures and ensure congenial industrial relations with its employees. BFSL shall not intervene in any of the industrial disputes between the Contact Centre employees and management, nor can BFSL be drawn in any circumstances in such industrial disputes. The employees of the Vendor will never be considered as employees (fulltime or part-time or contractual) of the BFSL under any circumstances. The

employees of the Vendor will never claim any right to employment in the BFSL irrespective of their status of employment with Vendor. The Vendor shall be responsible for all the acts/omissions/commissions of the agents and the management staff deployed on the site. Adequate controls shall be in place to prevent any illegal & / or immoral activities in the premises of Contact Centre. The Vendor will also be exclusively responsible for the safety and security of the women employees engaged by him and the responsibility also extends to the period of commutation between work place and home of such employees.

2.4.7 Remuneration/Facilities to employees of Vendor

The BFSL will have no obligation to pay any remuneration, reimbursements or incentives to employees or staff of the Vendor. All the payments due to them shall be paid only by the Vendor including their PF/Pension Contribution, if any. Further, basic amenities / facilities such as provision of water, toilets, etc. will also be made available by the Vendor for use by all the employees of Vendor at no additional costs to the BFSL.

2.4.8 Insurance Coverage

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

2.4.9 Compliance to labour laws

The Vendor shall be responsible for compliance of all such laws, rules, regulations and ordinances as are applicable in respect of its employees, sub-contractors and Agents (including but not limited to Payment of Wages Act, Minimum Wages Act, Provident Fund laws, Workmen Compensation Act, Industrial Disputes, Maternity Benefit Act, and Payment of Gratuity Act etc.). The Vendor shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to their line of activity from time to time, including records and returns as applicable under labour legislations. The Vendor shall indemnify the BFSL against any claims made by any statutory authorities regarding the non-compliance of any of the related laws from time to time.

2.4.10 Prevention of Harassment to Women Employees

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

2.4.11 Governance and Management

The Vendor will comply with all applicable policies of the BFSL, including but not limited to the BFSL's Privacy Policy, Information Security Policy, Code of Conduct/Ethics, RBI guidelines on outsourcing and the Do-Not-Call policies and the policies and regulations issued by any Regulatory Authorities including TRAI, IBA, RBI etc.

2.4.12 Reports

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

2.4.13 The Evaluation Methodology

A two stage process is adopted for selection of the vendor:

Stage1: Eligibility cum Technical Bid

Stage 2: Evaluation methodology for eligible bidder

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Weighted evaluation

During evaluation of the Tenders, the Company, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Company reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Company shall be final and binding on all the vendors to this document and Company will not entertain any correspondence in this regard.

1.1. Eligibility Bid

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in Annexure 01 – Eligibility Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof.

1.2. Evaluation Methodology for Eligible Bidder

After qualifying the eligibility criteria, the evaluation will be a three stage process. The stages are:

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Weighted evaluation

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

○ Technical Bid Evaluation

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

A presentation before the selection committee of the BFSL is to be made by the Bidders on the Methodology/Approach, time frame for implementation of Contact Centre in the BFSL. The technical capabilities and competence of the Bidder should be clearly reflected in the presentation.

Based on the details submitted by the Bidders in the Technical Bid and the presentation made by them before the Selection Committee of the BFSL, Technical Evaluation of the eligible Bidders will be carried out as furnished below:

Technical Evaluation scoring template

I. Detailed Evaluation of Document

#	Number of Relevant credentials	Marks	Technical Scoring	Documents Required
1	In Business of call centre and providing services at client location	15	More than 10 years:-15 marks	Self Declaration & PO copy / Contract Copy
			8-10 years:- 10 marks	
			5- 8 years - 5 Marks	
2	Running call Centre at client location scheduled commercial banks/ Credit Card companies/ FIs with minimum 50 FTE with deep domain experience in managing service .	15	More than 3 Banks / Credit Card companies/ FIs :- 15 marks	PO copies or Engagement letter or Contract copy
			3 Banks / CCC/FIs:- 10 marks	
			2 Banks / CCC/FIs :- 5 Marks	
			1 Bank / CCC/FIs :- 2 Marks	
3	No. of FTEs with domain experience in managing customer service for Banking, Credit Card companies or FI	15	Domain Experience	SelfDeclaration & Contrcat copy ? PO Copy
			Above 400 – 15 marks	
			More than 200-but below 400 – 10 marks	
			100 to 200 – 5 marks	
4	No. of total tele-callers across different functions	5	Tele-callers (5 marks)	Self Declaration
			Above 500:- 5 Marks	
			200 to 500:- 3 Marks	
			100 to 200:- 2 Marks	
			Below 100:- 0 Marks	
5	Experience in designing and implementing a large scale integrated CRM, IVR, CTI, Voice Logger etc. in India/ outside India	20	Parameters mentioned below	Self Declaration & Experience certificate from client
6	Presentation	30	Agenda mentioned below	As per Agenda mentioned in RFP
	Total	100		

	<u>Parameters</u>			
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S No	Particulars
I	<p>Experience in designing and implementing a large scale integrated CRM, IVR, CTI, Voice Logger etc. in India/ outside India</p> <p>Has Vendor got its own CRM or has partnered with CRM providers.</p> <p>Capability of CRM to :</p> <ul style="list-style-type: none"> • Enable marketing and sales management for outbound calls • Provide 360 degree customer view and allow customer segmentation • Provide analytical dashboards for SLAs, KPIs and provide e-mail/ SMS escalations for critical events • Provide web based access to branches on the different requests placed by our customer • Provide complete log of all customer interactions through various channels and provide analytics of customer needs to agents. <p>Software development team and their capabilities with respect to customization of software to suit BFSL's needs</p> <p>Overall assessment of the technology of the Vendor including hardware, software for various processes in the Contact Centre etc.</p> <p>Security, backup and data practices used by the Vendor to manage client data.</p>

II. Vendor Presentations

S. No.	Parameters	Score
1	<p>Alignment of the solution being proposed with the requirements of the BFSL</p> <ul style="list-style-type: none"> • Does the Vendor display clear understanding of the BFSL's requirements? • Does the Vendor demonstrate beyond any doubt ability to deliver on all requirements? • Is the Vendor able to provide crisp and clear answers to questions asked with strong content? • Is the Vendor proactive to provide innovative solutions for capabilities required by the BFSL? • Does the Vendor have experience of performing similar functions in other clients? 	30
GRAND TOTAL		30

Note: The total marks available for Technical evaluation of a proposal are 100. Minimum cut off mark required in the Technical evaluation is 70 out of 100. Firms scoring less than 70 marks in Technical evaluation shall not be considered for further evaluation.

○ Commercial Bid Evaluation

The vendor who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on a “Total Cost

of Ownership" ('TCO') basis. The key considerations of the TCO would be the total payouts for entire project through the contract period of 5 years.

○ **Weighted Evaluation:**

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing **the highest combined marks and ranked H-1 shall be recommended for award of contract.**

As an example, the following procedure can be followed:

A score (S) will be calculated for all qualified bidders using the following formula:

$$\text{Clow}/C \times 100 + T(1-X)$$

C stands for discounted rate arrived basis of commercial evaluation;

Clow stands for the lowest rate arrived basis of commercial evaluation.

T stands for technical evaluation score and

X is equal to 0.30.

#	Bidder	Technical Evaluation Marks (T)	Discounted Rate (C)	T * 0.70 (A)	[(Clow / C) x 100] x 0.30 (B)	Score (S = A +B)
1	AAA	75	120	52.5	25	77.5
2	BBB	80	100	56	30	86
3	CCC	90	110	63	27.3	90.3

In the above example, Clow is 100.

In the above example, CCC, with the highest score becomes the successful bidder (**H1**).

In case of more than one vendor with equal highest score (S) upto three decimal, then number of decimal will be increased.

The Company may in its absolute discretion engage in discussion or negotiation with H1 bidder. The decision of the Company shall be final and binding on all the vendors to this document. The Company reserves the right to accept or reject an offer without assigning any reason whatsoever.

3 SCHEDULE OF REQUIREMENTS

As specified in the Clause 2.2 – **Scope of Work for Contact Centre** in this RFP document and deliverables like Project Management Document, Project Plan, Methodology, Timelines adopted by the Bidder in the Project Set-up etc. are to be submitted.

3.1 Terms and Conditions

Terms and conditions for the Bidders who participate in this RFP are specified in Clause 6 named as “**Terms and Conditions**”. These terms and conditions are binding on all the Bidders. If the response contain any extraneous condition put in by the Bidder, such responses may be disqualified and may not be considered for the selection process.

3.2 Offer validity period

The Offer should hold good for a period of 6 months from last date of submission of commercial offer.

3.3 Address for communication

All communication requiring clarification and doubts if any shall be given in writing to Head-Procurement, BOB Financial Solutions Ltd, 2nd Floor, Baroda House, Behind Dewan Shopping Centre, S V Road, Jogeshwari West, Mumbai - 400 102

3.4 Modification and Withdrawal of Offers

Bidders are not allowed to modify their offers on their own, once submitted. However, Bidders are allowed to withdraw their offers any time before the last date and time specified for receipt of such offers. No offer can be withdrawn by bidder after the closing date and time for submission of offers.

3.5 Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, the BFSL may ask some or all Bidders for clarifications on the offers made by them. The request for such clarifications and the Bidder's responses will necessarily be in writing and shall be received by the BFSL before the date for submission of the queries as mentioned in the letter.

3.6 No commitment to accept Offer

The BFSL is under no obligation to accept the highest scoring or any other offer received in response to this RFP and reserves its right to reject all the offers including incomplete offers without assigning any reason whatsoever.

3.7 Documentation

Technical information in the form of Brochures / Manuals must be submitted in support of the offer made. Certified copies of all documents / references / documentary proofs have to be enclosed with the submission of the Technical Bid.

3.8 Submission of Technical details

It is mandatory to provide the Technical details in the exact format as specified in [Clause - 3.3](#) of this RFP document. The Technical Bid should contain proposals, solutions for the area of work as enumerated in “**Scope of Work**” as per **Clause-2.2** of this document, covering the conceptualization, design and implementation stages. Submission should clearly articulate the deliverables at the end of each phase of work. Details of similar type of work undertaken; particularly for Indian Public Sector BFSLs / Financial Institutions including Large Indian Private Sector BFSLs with pan-India presence having at least 5000 or above employees on the rolls should be highlighted. The profile of the key persons assigned to such projects and reference letters from such organizations may be enclosed with the

“Technical Offer” (as per Annexure-F).

The Bidders should submit their plan of action, solutions, ideas and deliverables with time lines to set up Contact Centre at location as per the Scope of setting up Contact Centre as per **Clause- 2.2**

The offer may not be evaluated / may be rejected by the BFSL in case of non-adherence to the format or partial submission of Technical information as per the format given in the offer. The BFSL shall not allow / permit changes in the Technical Offer after due date for submission of offers.

Statement or request for deviation in either Technical specifications or Terms and Conditions specified in this RFP should not form part of Commercial Offer. In case any Commercial Offer contains such request or submissions, the offer will be summarily rejected without any further process or communication in this regard. Any Commercial Offer, which is conditional and / or qualified or subject to suggestions, will also be summarily rejected. The format shall not be modified by the Bidder and such changes in the format may lead to rejection of the Bid.

3.9 Erasures or Alterations

The offer containing erasures or alterations will not be considered unless authenticated by the Bidder. There should be no hand written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product 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. The BFSL may treat such offers as not adhering to the RFP guidelines and as unacceptable.

3.10 Costs and Currency

The offer has to be made in Indian Rupees only and inclusive of all Taxes, except Service Tax.

3.11 Fixed Price

The Commercial Offer shall be on a fixed fee basis, . However, the above pricing shall be excluding Service Tax.

3.12 Price Comparison

The BFSL will consider the evaluation criteria (scoring) furnished by the Bidder in Commercial Offer for the purpose of evaluation.

3.13 Cost of RFP

RFP price of 5000/- by way of Demand Draft favoring “**BOB Financial Solutions Ltd**” payable at Offers made without RFP price will be rejected. The price of RFP is not refundable.

3.14 Earnest Money Deposit (EMD)

- a) The Bidder should furnish as a part of its Bid, an Earnest Money Deposit (EMD) in the form of Demand Draft from any Scheduled/ Commercial Bank drawn in favour of “**BOB Financial Solutions Ltd**” for an amount of 30Lakhs/- (Indian Rupees Thirty Lakhs only) in the form of a Bank Guarantee (BG) issued by a Scheduled /Commercial Bank in India other than BOB Financial Solutions Ltd in the format enclosed (Annexure- E), to be valid for a period of seven months from the last date for submission of Bid Document, along with the Bid Documents.
- b) No Interest shall be payable on the EMD.

- c) EMD must be submitted in a separate cover marked “EMD” along with the Bid documents and should be kept inside the Technical Bid as stated in **Clause – 3.3** of this RFP. In the event of its non-submission, the Bid will be rejected without any further correspondence, as non-responsive and the decision of the BFSL in this regard will be final, conclusive and binding.
- d) Unsuccessful Bidder’s EMD will be discharged / returned 30 days after the BFSL entering into Agreement with the Successful Bidder.
- e) The EMD shall be forfeited
 - i. If a Bidder withdraws its Bid during the period of Bid validity; or
 - ii. In case of a successful Bidder, if the Bidder fails:
 - iii. To accept Purchase Order,
 - iv. To furnish Performance Security valid for 39 months within the stipulated time, or
 - v. To deliver the relevant services within the stipulated period. or
 - vi. Fails to comply any terms of RFP or Purchase Order.
- f) Any decision in this regard by the BFSL shall be final, conclusive and binding on the Bidder.

3.15 Address for placing the Order

Bidder shall clearly indicate the communication address of their office, if the Bidder emerges successful in the RFP process for placing the order under this RFP.

3.16 Publishing details of RFP

As per the extant policy and guidelines in vogue, the BFSL shall be publishing the details of the RFP response and contracts awarded on the BFSL’s official website (<https://www.bobfinancial.com/tenders.jsp>)

4 TERMS AND CONDITIONS

4.1 Authorized Official

The proposal/ Bid being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization sign the bid. The designated personnel should be authorized by a senior official of the organization having authority to do so.

The photo copy of necessary Original resolutions/authority/ Power of Attorney having authority to authorize the person to submit Bid documents/participate on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel as per Annexure- D.

4.2 BFSL Reserves the Right to

- Reject any or all responses received in response to the RFP
- Extend the time for submission for all proposals
- Cancel the RFP at any stage, without assigning any reason whatsoever
- Interview the personnel being deployed on the project
- Visit the place of work of the Bidder
- Conduct an audit of the services provided by the Bidder
- Ascertain information from the BFSLs and other institutions to which the Bidders have rendered their services for execution of similar projects

4.3 Adherence to Standards

The Bidder should adhere to the Laws of Land and Rules, Regulations and Guidelines prescribed by various Regulatory, Statutory and Government authorities.

4.4 Pricing Terms

The pricing terms shall be as under:--

*These prices include the entire scope of work stated in this document in the aforesaid section and all infrastructure, IT and maintenance charges.

The Vendor shall quote the price as per Annexure - I for initial number of FTEs and the FTEs each year separately for all the 3 years. The Vendor may quote same/different prices for the FTEs in each of the years. FTEs mentioned in Annexure - I are only for the purpose of calculating L1 price and the BFSL does not offer any commitment on the ramping up of FTEs.

The price quoted is inclusive of establishment of premises as required with scope for expansion of infrastructure/facilities to the Agents being deployed, meeting/compliance of obligations under the applicable statutory /labour laws, providing required equipment like hardware, telecommunication facilities and all such arrangements to establish a full-fledged Contact Centre and the BFSL shall not consider any payment over and above the price which is payable as per the pricing matrix in the form of rate per FTE.

The Price offered to the BFSL must be in Indian Rupees and inclusive of Duties/Insurance/Freight/charges of road permit but exclusive of Service Tax (or GST if Service Tax gets replaced by it) which is payable by the BFSL as applicable from time to time. The payment made by the BFSL shall be subject to deduction of penalties, if any, and statutory deductions such as TDS etc. Prices quoted must be firm till the completion of the contract.

6.4.1 Price per FTE per month (for Inbound/ outbound calls)

1. The BFSL proposes to have - 30 FTEs for inbound and outbound calls by the end of the first year of

the Vendor operations. The Vendor, however, should be in a position to scale up or scale down the number of seats within 3 weeks at the request of the BFSL. The BFSL proposes to increase the number of FTEs for 50 by the end of second year and further increase of 50 FTEs by the end of third year. Increasing/Decreasing the number of FTEs and timing of increase/decrease will be at the sole discretion of the BFSL.

2. The Vendor is required to quote a price for one FTE for Inbound / Outbound equivalent to 182 login hours per month. The Vendor might deploy any number of shifts of any duration of hours. However, BFSL shall consider the total logged in duration of agents in a month and divide the same by 182 to arrive at the number of agents.

Please note that an FTE is defined as 182 login hours of an agent occupying a work station, deployed at any point in time when the Contact Centre is up. (FTE does not include other staff members - quality teams, TLs, managers, support staff members, IT experts, etc.). Billability for the agent shall be only after the successful completion of the induction training and deployment at the Contact Centre.

6.4.2 Invoicing and payment terms

The payment shall be released on monthly basis. Three copies of the monthly invoice should be submitted within 30 days from the end of each month. This shall also include all supporting documents on the basis of which the invoice has been prepared including (but not limited to) the following:

- Total number of FTEs actually deployed
- Performance report on all SLAs and KPIs and calculation of applicable penalties (if any)
- Any other documents as applicable, as may be demanded by the BFSL to ascertain the genuineness or accuracy of billing
- The payment for the invoice received along with all stipulated supporting documents shall be done within 6 weeks of bill receipt date.
- Further, in relation to payment, BFSL will not pay any advance.
- Bidder will be single point of contact for the BFSL for any issues/problem related to Contact Centre functioning provided / maintained by him.
- The payments will be released centrally by the BFSL at Mumbai through NEFT / RTGS after deducting TDS, Penalty/LD if any, and the Selected Bidder has to provide necessary BFSL Details like Account No., BFSL's Name with Branch, IFSC Code etc.

The Vendor will also provide complete break-up of inbound call timings including time spent at IVR so as to facilitate tallying of bills received by BFSL from telecom service provider.

4.5 Service Level Agreement Compliance and Penalties

The Vendor shall be responsible for deployment of systems that would capture all MIS and data regarding the call centre that would be requested by the BFSL. Any new MIS requirements by the BFSL shall be carried out and met within 15 days and any exception to the duration has to be mutually agreed. These requirements have to be fulfilled by the Vendor without any additional cost to the BFSL.

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

a. System Availability

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

Objective	To ensure that the period in which no customer could have been serviced is not more than 0.3% of the total period.	
Definition	This is measured as Total down time minutes / Total minutes in a month. For example, if there were 2 hours in July when a customer's call could not have been answered, availability will be $[100- \{120/ (31days \times 24 \text{ hours} \times 60 \text{ minutes})\} \times 100]=99.73\%$	
Data Capture	System availability should be captured by the IT systems at the Contact Centre. Period of non-availability should be clearly split by causes i.e. power failure, network downtime, telecom link failure, manpower failure, hardware downtime etc.	
Measurement Interval	Daily	
Reporting Period	Monthly	
Service Level		
Sl. No.	System availability value for month	Penalty
1	$\geq 99.73\%$	Nil
2	$> 99\%$ but $< 99.73\%$	1% of monthly billed amount
3	$\geq 98\%$ but $< 99\%$	2% of monthly billed amount
4	$< 98\%$	4% of monthly billed amount
5	$< 95\%$	7% of monthly billed amount
6	$< 90\%$	10% of monthly billed amount

b. Call Queue Waiting Time

Objective	To ensure that more than 90% of calls requesting to speak with an Agent are attended to within 30 seconds	
Definition	This is measured as the waiting time in Automatic Call Distributor (ACD) queue after pressing prescribed digit to talk to the Agent but before being answered by the Agent.	
Data Capture	This will be captured from the time the customer has keyed the relevant number in the IVR option menu, for speaking to an Agent.	
Measurement Interval	Daily	
Reporting Period	Monthly	
Service Level		
S.No.	Percentage of calls attended	Penalty
1	> 90% calls attended within 30seconds	Nil
2	<90% calls attended within 30seconds	5% of monthly billed amount

c. Call abandonment rate (on ACD)

Objective	To ensure that not more than 3% of calls requesting for an Agent go unattended.	
Definition	This is measured as: Number of calls abandoned on ACD/Number of calls which reached ACD	
Data Capture	The number of calls requesting for agents and the number of calls which are answered by the agents, both, would need to be captured	
Measurement Interval	Daily	
Reporting Period	Monthly	
Service Level		
S. No	Percentage of calls abandoned	Penalty
1	< 3%	Nil
2	Between 3%-5%	1% of monthly bill value
3	Between 5%-8%	3% of monthly bill value
4	>8%	5% of monthly bill value

d. Call abandonment rate (on IVR)

Objective	To ensure that no more than 2% of calls on IVR get abandoned without execution of a single function. This SLA will also help to ensure that menus/content on IVR are appropriately designed so that it does not take too long for the customers to be self-served through IVR	
Definition	This is measured as: Number of calls which were abandoned on IVR without execution of a single function/ Number of calls which reached IVR	
Data Capture	The number of calls that reached IVR and the number of calls which were abandoned on IVR without execution of a single function, both, would need to be captured.	
Measurement Interval	Daily	
Reporting Period	Monthly	
Service Level		
S. No	Percentage of calls abandoned	Penalty
1	<2%	Nil
2	Between 2%-5%	1% of monthly bill value
3	>5%	2% of monthly bill value

e. Call Quality Score

Objective	To measure the quality of calls being handled by the agents and ensure that certain standards are adhered to during the calls with respect to quality of information provided, diction, language, politeness etc.
Definition	This is measured by scoring a random sample of calls on predefined parameters that would be shared with the Vendor at an appropriate time
Data Capture	The Contact Centre needs to have a call logging facility to record all the different calls that have been handled by the agents. A random sample of these calls will then be graded by the BFSL's Call Quality Audit Team against pre-decided parameters that would be agreed upon. BFSL may depute at least 2 or more dedicated employees from the BFSL to monitor and score these calls. These employees will audit

	at least 50 calls per day and should cover all agents at least once in 2 weeks.	
Measurement Interval	Daily	
Reporting Period	Monthly	
Service Level		
Sl.No	Score on Call quality	Penalty
1	> 85%	Nil
2	Between 80% to 85%	5% of monthly billed value
3	Between 75% to 80%	7.5% of monthly billed value
4	< 75%	10% of monthly billed value

f. First Time Resolution

Objective	To ensure that issues are resolved first time in the Contact Centre.	
Definition	This is measured as: Number of calls in which issue was resolved in the first call itself/Number of calls for which an SMS was sent to test for FTR.	
Data Capture	An SMS will be sent to a random sample of customers. For e.g. every 5th customer who calls. This sample shall be dynamically defined by the BFSL. Through this SMS, the customer will be requested to confirm whether his/her issue was resolved or not, to which the customer will respond with either a 'Yes' or 'No'. In case the customer does not respond to the SMS, it will be assumed that the issue has been resolved. In case the customer responds with a 'No', an outbound call will be made to the respective customer in order to resolve their issue. Once the issue has been resolved, it will be updated accordingly on Vendor's CRM.	
Measurement Interval	Daily	
Reporting Period	Monthly	
Service Level		
S. No.	% of calls resolved first time	Penalty
1	>95%	Nil
2	Between 95% to 90%	2% of monthly billed value
3	Between 85% to 90%	5% of monthly billed value
4	< 85%	10% of monthly billed value

g. Short Logins for outbound calls

Objective	To ensure the ordered number of Agents are provided by Vendor for outbound calling on each day.	
Definition	This is measured by tracking the total number of Agents who are present at the Contact Centre on each day.	
Measurement Interval	Daily	
Reporting Period	Daily	
Service Level		
S No.	% of total Agents present on any day	Penalty
1	> 99%	Nil
2	Between 90% to 99%	2% of daily billed value
3	Between 80% to 90%	5% of daily billed value
4	Between 70% to 80%	20% of daily billed value
5	Between 50% to 70%	50% of daily billed value
6	< 50%	100% of daily billed value

h. Percentage of calls that fail to connect to Contact Centre due to limited infrastructure provided by Vendor

Objective	To measure the % of callers that fail to connect to Contact Centre.	
Definition	This is measured as % of calls getting rejected at telecom operator switch directly connected to the Contact Centre due to limited infrastructure provided by the Vendors or fault in some element of the Contact Centre, averaged over the month.	
Data Capture	The Vendors will carry out daily reconciliation after obtaining report from all connecting telecom operator's switches and the Contact Centre system. Reconciled figures for all days in a month will be added up to arrive at monthly call failure figure.	
Measurement Interval	Daily	
Reporting Period	Monthly	
Service Level		
S No.	% of calls that failed to connect to Contact Centre	Penalty
1	<1 %	Nil
2	Between 1% to 3%	1% of daily billed value
3	Between 3% to 5%	3% of daily billed value
4	> 5%	5% of daily billed value

i. Penalty for man-power requirements

BFSL will also levy penalty in case the manpower profiles are not maintained as per BFSL's requirement specified in 2.4 or ratio of team structure is not maintained as given in this document. The penalty structure shall be of 2 types:

- 1) The personnel do not meet the minimum qualifications as laid out by BFSL for their designation/profile.

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

- 2) The ratio of the team structure must be maintained as laid out by the BFSL

- If the number of CSAs or Sr. CSAs deviates from more than 10% at any point of time during the month as per the specified numbers, 1% of the monthly amount payable for that month will be deducted. If the number is short by more than 30, 3% of the monthly amount payable for that month will be deducted and if the number is short by more than 50, 5% of the monthly amount payable for that month will be deducted.
- If the number of TLs & AMs is short by more than 1 from the number stipulated as per BFSL's required ratios, 1% of the monthly amount payable for that month will be deducted. If this number is short by more than 5, 3% of the amount payable for that month shall be deducted.
- These penalties may be relaxed during the initial set-up period of the Contact Centre i.e. the application of these penalties shall begin after three months of implementation of the respective Contact Centres.

j. Reporting Tool to calculate Performance Parameters

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

k. Overall Penalty:

The overall cap on monthly penalty of all SLAs shall be levied up to a maximum of 20% of monthly bill amount. However, if the maximum penalty limit is reached continuously for 2 billing months, then the cap may be removed by the BFSL and actual penalty may be charged. To encourage better performance, the cap on monthly penalty shall be restored to 20% of the monthly billing amount if there is improvement in the performance under SLA parameters in the subsequent months.

The method for calculating penalty shall be as under:

While calculating penalty for the current month, the penalties levied for the previous 2 months shall be considered and if they are at maximum limit of 20% of monthly bill amount, then the penalty cap shall be increased and the penalty shall be levied at actual levels

4.6 Key Performance Indicator (KPI) Parameters

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

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

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

Objective	To measure % of calls that are successfully disposed of by the IVR System. This is to track if appropriate capacity of IVR ports and quality of content is in place to achieve minimum successful disposal rate at IVR.
Definition	This is measured as: Number of calls satisfactorily disposed of at IVR / Total number of calls reaching IVR. The calls considered disposed of at the IVR are the calls that are ended at a defined level in the IVR menu and which do not request for talking to the operator.
Data Capture	The number of calls satisfactorily disposed of at IVR and the total number of calls reaching IVR, both, would need to be captured.
Measurement Interval	Daily
Reporting Period	Monthly
Desired Level	>33%

b. Average time taken for a customer to be disposed of at IVR

Objective	It is a measure to ensure that the IVR menus/content is appropriately designed so that it does not take too long for the customers to be self-served through IVR.
Definition	This is measured as the time it takes for the customers to be

	successfully serviced by IVR on calls where customer does not ask for an operator.
Data Capture	This is measured from the time the customer reaches IVR to the time the customer is successfully disposed of from IVR (only for those calls in which the customer chooses to be serviced from IVR itself by keying in the required menu option and does not request to speak with an agent).
Measurement Interval	Daily
Reporting Period	Monthly
Desired level	> 90% calls to be disposed of within 45 seconds to final service button press

c. Call handling efficiency of agents managing outbound calls:

Objective	To measure the efficiency of agents in making outbound calls.
Definition	This KPI measures the efficiency of operators in making outbound calls in terms of average: Number of calls made by an agent per day Talk time taken to complete calls
Measurement Interval	Daily
Reporting Period	Monthly
Desired Level	>125 completed calls per agent

4.7 Performance BFSL Guarantee and Security Deposit

- The selected bidder should submit a Security Deposit / Performance BFSL Guarantee for 10% of the Contract Value for a period of 3 years, within 75 days from the date of acceptance of the Order.
- Security Deposit/Performance BFSL Guarantee should be submitted by way of Bank Guarantee may be obtained from any of the Scheduled BFSLs (other than BOB Financial Solutions Ltd). The format of PBG is as required by the BFSL as in Annexure - K.
- Security Deposit/Performance Bank Guarantee should be valid for the period of the contract plus grace period of 6 months i.e. 3 years 6 months and shall be retained till the completion of contract period. The guarantee should also contain a claim period of three months from the last date of validity.
- In case of due extension of the Contract, the validity period of the Performance Bank Guarantee should be got extended by the Vendor. The BFSL reserves the right to invoke the Bank guarantee incase the bidder fails to extend the guarantee.
- The security deposit / Performance Bank Guarantee will be returned to the bidder after 3(three) months after completion of Contract Period.
- The BFSL shall invoke the BFSL guarantee or adjust the security deposit before the expiry of validity, if work is not completed or if the selected bidder fails to complete the obligations under this RFP. The BFSL may resort to similar action in case the penalties imposed by the BFSL in this document are not sufficiently covered from regular payments.
- The BFSL shall notify the selected bidder in writing before invoking the Bank guarantee / adjusting the security deposit.

4.8 Fixed Payment

It may be noted that the BFSL will not pay any other amount / other expenses except the agreed Contact Centre Charges and applicable Service Tax.

The Bidder is expected to quote Price in Indian Rupees for the services inclusive of all Taxes except Service Tax. The BFSL will pay the Service Tax as per the rate applicable at the time of making payment. The TDS amount at prevailing rate and work contract Tax etc. shall be deducted from the Bidder payments. The Bidder shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.

4.9 Start of Services

The Bidder shall be responsible for commencing the service under the RFP immediately on signing the agreement or such other commencement date decided and intimated by the BFSL. The responsibility of collecting all the required information pertaining to the present systems of the BFSL shall be with the selected Bidder. Cost of any eligibility licenses / certificates / software / hardware etc. required to set up the Contact Centre under "Scope as per clause 2.2" should be borne by the selected Bidder.

The date of commencement of services shall be recorded mutually by the BFSL and the Bidder.

4.10 No Outsourcing / Sub-Contracting by Vendor

The selected Vendor will undertake to provide the Contact Centre services required in this RFP to the BFSL and will not outsource or subcontract any or all of the services being offered to BFSL to any company or to a company fully / partly owned by the Vendor, except with the written consent of the BFSL. However, any payment to such subcontract/outsourcing is to be paid by the Bidder and the BFSL will not pay any amount other than the fixed amount quoted for that particular assignment.

4.11 Assignment

Neither the contract nor any rights granted under the contract be sold, leased, assigned, or otherwise transferred in whole or in part, by the selected Bidder and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the BFSL. BFSL may assign any of its rights and obligations to any of its Affiliates without prior consent of Vendor.

If the BFSL undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Vendor under this RFP.

4.12 Non-payment of Contact-Centre Charges

If any of the items/activities/area of assignments as mentioned in the price bid are not taken up by the BFSL during the course of the assignment, the BFSL will not pay the Contact-Centre Charges quoted by the Bidder in the Commercial Offer against such /activity/ item/assignment. In case any assignment is entrusted, the BFSL will pay only to the executed part of assignment and rest of the assignment may be cancelled.

4.13 Cancellation / Termination of Contract and Compensation

The BFSL reserves the right to cancel the contract of and recover expenditure incurred by the BFSL on the following circumstances:

- The selected Bidder commits a breach of any of the terms and conditions of the bid / contract.
- The Bidder goes into liquidation voluntarily or otherwise.
- The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- Any other reason attributable to the Bidder.
- Non Submission of Performance BFSL Guarantee within the stipulated time limits.

After the award of the contract, if the selected Vendor does not perform satisfactorily or delay execution of the contract, the BFSL reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In such an event, the selected Vendor is bound to make good the additional expenditure, which the BFSL may have to incur for the execution of the balance of the contract.

The BFSL reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking BFSL Guarantee, if any, under this contract or any other contract order. The BFSL is not liable to pay any compensation to the affected Vendor for such cancellation / foreclosure of the contract.

The BFSL reserves the right to terminate the contract without assigning any reasons by giving a prior notice of 03 months.

The BFSL reserves its right to cancel the entire / unexecuted part of Purchase Order at any time without assigning appropriate reasons in the event of one or more of the following conditions:

- i. Delay in Implementation of the Project beyond the specified periods
- ii. Non satisfactory performance of the Project during implementation.
- iii. Failure to integrate / implement the project as per the requirements of the BFSL.
- iv. Serious discrepancies noted in the implementation of the project
- v. Breaches in the terms and conditions of the Order.
- vi. Non satisfactory performance of the Project in terms of affecting the Core Systems of the BFSL or the Core Business of the BFSL and the functioning of the Branches/Offices of the BFSL.

In addition of the above conditions, if non-satisfactory performance found during the reviews of the performance of Contact Centre by the BFSL, the BFSL may decide to terminate the contract by giving the notice of 3 months to the Vendor. In addition to the cancellation of purchase order, the BFSL reserves its right to invoke the Performance BFSL Guarantee given by the bidder. In this case, the Vendor would need to ensure smooth transition to a new Vendor and will be bound by the contract to stay at the same rates until the BFSL deems complete transition even if it takes more than three months. In case the Vendor decides to terminate the relationship with the BFSL, they will give a minimum notice for a period of 9 months to the BFSL.

Also, in both cases, the Vendor shall be contractually bound to stay on at same rates until smooth transition to a new Vendor is achieved – all processes and calls have been successfully migrated to the new Vendor's sites. The Vendor should also provide documentation of all processes and manuals to facilitate knowledge transfer and smooth transition to the new Vendor or to the BFSL. Any significant dip in service levels during transition/notice period i.e. drop in key SLA parameters such as Wait Time, Call Drop percentage, Call Quality score etc. shall lead to invocation of Performance BFSL Guarantee by the BFSL.

The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the bidder to the BFSL or its designee to ensure smooth handover and transitioning of BFSL's deliverables. The reverse transition will be for the period of 3 months post the notice period. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

The BFSL shall make such pro-rata payment for services rendered by the bidder and accepted by the BFSL at the sole discretion of the BFSL in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for “costs incurred, or irrevocably committed to, up to the effective date of such termination” will be admissible. There shall be no termination compensation payable to the bidder.

Termination shall not absolve the liability of the BFSL to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

4.14 Applicable Law and Jurisdiction of Court

The Contract with the selected Bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Mumabi (with the exclusion of all other Courts).

4.15 Execution of SLA/NDA

The Bidder should execute (a) Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed in the RFP and as may be prescribed by the BFSL regarding deliverables and (b) Non-disclosure Agreement. The Bidder should execute the SLA and NDA after acceptance of purchase order.

4.16 Confidential Information

Confidential information is any and all proprietary information, BFSL data, customer lists, customer information, account information and business information regarding business planning and operations of BFSL or any or any other information or data whether such data is permanent or otherwise disclosed by the BFSL. Confidential information does not include information that is or becomes available to the recipient prior to the party providing such information or is public information in accordance with the applicable laws or independently acquired or developed by Bidder or legally required to be disclosed. Software in human-readable form (e.g. source code) and the BFSL's data values stored in computers will be considered confidential information whether or not marked as such.

As the successful Bidder will have access to BFSL specific information/acquire business related knowledge which are sensitive, confidential, etc., the Bidder is required to sign confidentiality (Non-Disclosure) agreement not to disclose or part with any information relating to the BFSL or its customers, Vendors, etc. to any person/s for any reason whatsoever. The successful Bidder shall also undertake to keep confidential all confidential information (written or oral) even after the termination of the Contract concerning all facts of the business of the BFSL, which has been obtained or understood during the course of the assignment.

The bidder shall not publish or disclose in any manner, without the BFSL's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any BFSL location. The bidder shall develop procedures plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all BFSL data and sensitive application software. The bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the BFSL's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any BFSL location.

The Selected Bidder shall not, without the BFSL's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the BFSL in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with the BFSL (Annexure – L).

4.17 Compliance with Statutory and Regulatory Provisions

The selected Bidder shall comply with all statutory and regulatory provisions while undertaking the services mentioned in this RFP.

4.18 Publicity

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

"The BFSL agrees that it will not disclose any materials or information that the Bidder furnishes to the BFSL, including the deliverables, to any third parties without the Bidder's prior written permission. Each party further agrees not to use the other party's name in any communication with any third party without the other party's prior written permission."

4.19 Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties.
i.e. Force Majeure.

- i. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is due to an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the BFSL either in fires, floods, strikes, lock-outs and freight embargoes.
- ii. If a Force Majeure situation arises, the bidder shall promptly notify the BFSL in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the BFSL in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the BFSL and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.
- iv. Notwithstanding the above, the decision of the BFSL shall be final and binding on the bidder.

4.20 Resolution of Disputes

The BFSL and the selected Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the BFSL and the selected bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All disputes, differences or question which may at any time arise between the parties hereto or arising out of this contract or the subject matter thereof shall be referred to the

arbitrators; one arbitrator to be nominated by the BFSL and other to be nominated by the Bidder. Both the arbitrators shall nominate third arbitrator i.e. principal arbitrator. The decision of the said arbitrators shall be final and binding on the parties. The proceedings of arbitrations shall be governed by the provisions of Arbitrations & Conciliation Act – 1996 as amended from time to time, the same shall be in English Language and the venue of arbitration shall be at Mumbai.

4.21 Compliance with Laws

i. Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the BFSL about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the BFSL and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of the own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the BFSL and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the BFSL will give notice of any such claim or demand of liability within reasonable time to the Bidder.

5 DISCLAIMER

This document is meant for the specific use by an organization/person/s interested to participate in the current Bidding process. This document in its entirety is subject to Copyright laws. BOB Financial Solutions Ltd expects the Bidder or any persons acting on behalf of the Bidder to strictly adhere to the instructions given in the document and maintain confidentiality of information.

Subject to any law to the contrary, and to the maximum extent permitted by law, BOB Financial Solutions Ltd and its officers, directors, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on it.

This RFP document is not an agreement and is not an offer or an invitation by BOB Financial Solutions Ltd to any party other than applicants who are qualified to submit the bids (the Bidder). It contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be required to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the BFSL in relation to this provision of services. Neither the BFSL nor any of its employees, agents, contractors or advisers given any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

Neither the independent audit nor verification / due diligence in relation to the contents of any part of the RFP document. The BFSL may in its absolute discretion but without being under any

obligation to do so, update, amend or supplement the information in this RFP.

5.1 Costs Borne By Respondents

All costs and expenses (whether in terms of time or money) incurred by the recipient / respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, presentations, etc. and providing any additional information required by the BFSL, will be borne entirely and exclusively by the recipient / respondents.

5.2 No Legal Relationship

There is no legal relationship existing between the BFSL and any of the respondents until execution of a valid contractual agreement to the satisfaction of the BFSL.

5.3 Recipient Obligation to Inform Itself

The recipient must apply its own care and conduct its own analysis regarding any information contained in this RFP document and meaning and impact of that information.

5.4 Errors and Omissions

Each respondent should notify the BFSL of any error, fault, omission or discrepancy found in this RFP document but not later than six days from the date of issue of this RFP.

5.5 Acceptance of Terms

The respondent / bidder will, by responding to this RFP, be deemed to have accepted the terms as stated in this RFP document.

5.6 RFP Closing Date

The response to this RFP document should be submitted to the BFSL as per detail given in **Clause - 3.3** of this RFP document **on or before 03:00 pm** on..... At any time prior to this closing time of submission of the bids, the BFSL, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, may modify this RFP, by amendment. Notification of the amendments will be posted on the BFSL's website only. In order to allow the prospective Bidders, reasonable time to take into account, the amendments, if any, in preparing the bids, the BFSL at its discretion may reasonably extend the closing date and time of this RFP document.

5.7 Submission to BFSL

The response to this RFP should be submitted to the BFSL as per detail given in **Clause - 3.3** of this RFP document. The BFSL reserves the right to reject the bids not conforming to the guidelines as specified in **Clause - 3.3** of this RFP. Only paper copy of the technical bid completed in all respect, as per the guidelines provided in this RFP document be submitted to the BFSL.

5.8 Registering of RFP

The BFSL will register the responses received against this RFP document by making entries in a separate register kept for the purpose, upon receiving a RFP response. The response to this RFP must contain all documents, information and details required by this RFP document. If the submission of this RFP does not include all the documents and information required or is incomplete or submission is through e-mail / fax; such response are liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the BFSL. The respondent shall be deemed to have licensed and granted all rights to the BFSL to reproduce the whole or any part of their submission for the purpose of evaluation, to disclose the contents of the submission to other respondents, who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process., notwithstanding any copyright or patent of the respondent in the submission and/or accompanying documents.

Recipient / Respondents are required to direct all communications for any query / clarification in relation to this RFP to the official of the BFSL, as specified in **Clause - 5.3** of this RFP either in

writing or through e-mail only. All such queries / clarifications received up to the date specified in this RFP will only be entertained by the BFSL. The BFSL will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipient / Respondents in the manner specified. BFSL, in its sole and absolute discretion deems that the originator of a query clarification will gain advantage by a response to a question, and then BFSL reserves the right to communicate such responses to all the respondents.

5.9 No Commitment to Accept Lowest or Any Offer/Bid

BFSL shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BFSL has the right to re-issue tender/bid. BFSL reserves the right to make any changes in the terms and conditions of RFP that will be informed to all bidders. BFSL will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BFSL in this regard shall be final, conclusive and binding upon the bidder.

5.10 Disqualification

Any form of canvassing / lobbying / influence / query regarding status etc. will be liable for disqualification.

The dates mentioned under „Key Dates“ at the beginning of this RFP are tentative dates and the respondent acknowledges that it cannot hold the BFSL responsible for breach of any of the dates.

Note: Bidders can depute their authorized representative (only one) to attend the bid opening process. No separate intimation will be given in this regard to the Bidders. The representative, so deputed will be required to carry an authorization for the same on the letter head of the bidding organization.

6 GENERAL CONDITIONS

6.1 Intellectual Property Rights

- Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copy rights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copy rights, patents and other intellectual property rights of any nature whatsoever.
- In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, Bidder shall at its choice and expense: (a) procure from BFSL the right to continue to use such deliverables; (b) replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or (c) if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BFSL for any amounts paid to Bidder for such deliverables, along with the replacement costs incurred by BFSL for procuring an equivalent equipment in addition to the penalties levied by BFSL. However, BFSL shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the BFSL to use the proposed solution.
- The Bidder acknowledges that business logics, work flows, delegation and decision making processes of BFSL are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of the Hardware / Software.

In addition to the existing terms referred in Para 8.1 regarding Intellectual Property Rights (IPR) created during the course of the proposed project, BFSL will be owning any IPR that is created, which may include all concepts, analyses, know-how, tools, frameworks, models and industry perspectives, or graphic or other representations of any of the foregoing used and/or developed during the course of the project.

6.2 Indemnity

The Bidder shall keep and hold the BFSL indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the BFSL arising out of:

The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Bidder;

Any contravention or Non-compliance with any applicable laws, regulations, rules statutory or legal requirements by the Bidder;

Further, the Bidder shall indemnify, protect and save the BFSL against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, etc. or such other statutory infringements in respect of Health Insurance products offered by the Bidder

All indemnities shall survive notwithstanding expiry or termination of the contract and Bidder shall continue to be liable under the indemnities.

6.3 Liquidated Damages**a. Liquidated Damages and penalty**

- I. Company expects that the selected bidder complete the scope of the project as mentioned in section clause 2.2 – Project timeline of this document within the timeframe specified. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.5% of the entire project cost/TCO per week of delay or non-compliance. Company at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.
- II. Thereafter, at the discretion of the Company, the contract may be cancelled. Company also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to Company and is attributable to the selected Bidder.
- III. Inability of the selected bidder to provide services at the service levels defined would result in breach of contract and would invoke the this clause .
- IV. Notwithstanding anything contained above, no such penalty will be chargeable on the selected bidder for the inability occasioned, if such inability is due to reasons entirely attributable to Company.
- V. The maximum amount that may be levied by way of *penalty pursuant to clause above shall not exceed 10% of the Total Contract value.*

6.4 Limitation of Liability

1. The selected bidder's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in Work Order, tort or otherwise), shall be at actual and limited to the Total Order Value.

2. Whereas in the case of selected bidder's liability in case of claims against the company resulting from its willful misconduct or gross negligence, loss suffered by the company due to damage to real or tangible or intangible property by the selected bidder, its employees and/ or subcontractors or loss suffered by the company due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

3. Company shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by selected Bidder as part of procurement under this RFP.

4. In no event shall the Company be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this tender and subsequent agreement or the hardware or the software delivered hereunder.

5. All employee engaged by the bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Company be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the bidder.

6.5 Indemnification Procedures**.(i) Notice**

- a) Promptly after receipt by Company of notice of the commencement or threatened commencement of any relevant civil, criminal, administrative or investigative action or proceeding, the Company will notify the selected Bidder of such claim in writing. No failure to so notify will relieve selected Bidder of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure.
- b) Selected Bidder shall promptly assume control of the defense or settlement of that claim. The Company agrees to reasonably cooperate with selected Bidder in the defense or settlement of such claim.
- c) Nothing contained herein shall restrict the Company from electing to defend a claim under this Agreement at

- its own cost provided that such defense does not prejudice selected Bidder's defense of the relevant claim.
- d) The Parties agree that they shall co-operate in the defense of any claim referred to above. Such co-operation shall, at the discretion of the Parties, include periodic exchange of information and the pooling of expertise and resources by the Parties.
 - e) The Parties hereby agree that the procedure for indemnifications including giving of notice set out herein shall be applicable to indemnities as agreed between the parties in more specifically set out in clause for Bidder Indemnity.

6.3 Inspection of Records

BFSL at its discretion may verify the records or appoint third party for verification of records and the Bidder shall extend all cooperation in this regard. Reserve BFSL of India and other regulatory authorities may also conduct inspection of the services provided by the respondent to the BFSL.

All activities as per the scope of the RFP under or in course of execution or executed in pursuance of the Contract shall be at all times be open and accessible to the inspection and supervision of the officials of the BFSL in charge of the work or any Consultant of the BFSL and the inspecting officials from statutory authorities such as Central Vigilance Commission.

BFSL reserves the right to conduct an audit/ ongoing audit of the services provided by Vendor. The BFSL shall be given access to all books, records and information relevant to the outsourced activity available with the Vendor. Further, requisite audit trails and logs for administrative activities should be retained and accessible to the BFSL.

Vendor shall provide the BFSL with the right to conduct audits on the Vendor whether by its internal or external auditors, or by external specialists appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the Vendor in conjunction with the services performed for the BFSL

Vendor should implement Information Security Policy of the BFSL, as amended from time to time, for its Contact Centre operations. BFSL reserves the right to conduct Information Security Audit of Contact Centre operations of the Vendor at periodic intervals.

6.4 Amendments to the Agreement

Once contract agreement which includes Service Level agreement (SLA) are executed with the selected Vendor, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and agreed mutually.

6.5 General Contract Agreement Conditions

8.5.1 No forbearance, indulgence, relaxation or inaction by any Party (BFSL or Vendor) at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Agreement.

8.5.2 No waiver or acquiescence of any breach or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement.

8.5.3 All remedies of either BFSL or Bidder under the Agreement whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.

8.5.4 If any provision of Agreement or the application thereof to any person or Party (BFSL / Vendor) is or becomes invalid or unenforceable or prohibited by law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties (BFSL / Vendor) shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.

8.5.5 None of the provisions of Agreement shall be deemed to constitute a partnership between the parties (BFSL / Vendor) and neither Party (BFSL / Vendor) shall have any

right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.

8.5.6 Agreement shall not be intended and shall not be construed to confer on any person other than the Parties (BFSL / Vendor) hereto, any rights or remedies herein.

8.5.7 Agreement shall be executed in English language in 1 (one) original, the BFSL receiving the duly signed original and Bidder receiving the duly attested photocopy.

6.6 Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected Vendor neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the BFSL, in such eventuality, the BFSL may after giving notice in writing to the selected Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the firm liable for the damages that the BFSL may sustain in this behalf. Thereafter, the BFSL may make good the failure at the risk and cost of the selected Bidder.

6.7 Responsibility for Completeness

The bidder shall ensure that the Solution provided meets all the technical and functional requirements as envisaged in the scope of the RFP. The bidder is required to customize the software/develop interface as per BFSL's requirement either at BFSL's site or at off site.

The bidder shall deliver, install the equipment and port the software, customize and arrange for user acceptance test at bidder's cost as per accepted time schedules. The bidder is liable for penalties levied by BFSL for any deviation in this regard. The bidder shall provide for all tools, testing instruments, drivers, consumables required to install, customize and test the software without any further charge, expense and cost to BFSL

6.8 Responsibilities of the Bidder

By submitting a signed bid / response to this RFP the Bidder certifies that:

8.8.1. The Bidder has arrived at the prices in its bid without agreement with any other Bidder of this RFP for the purpose of restricting competition.

8.8.2. The prices in the bid have not been disclosed and shall not be disclosed to any other Bidder of this RFP.

8.8.3. No attempt by the Bidder to induce any other Bidder to submit or not to submit a bid for restricting competition has occurred.

8.8.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with BFSL. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.

8.8.5. The Bidder represents and acknowledges to the BFSL that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder shall be required to independently arrive at a solution, which is suitable for the BFSL, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such

services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the BFSL. The Bidder also acknowledges that the BFSL relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the BFSL expects the Bidder to fulfill all the terms and conditions of this RFP.

6.9 Corrupt and Fraudulent Practices

8.9.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.

8.9.2. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

8.9.3. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the BFSL and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the BFSL of the benefits of free and open competition.

8.9.4. The BFSL reserve the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

8.9.5. The BFSL reserve the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract. The decision of BFSL in determining the above aspects will be final and binding on the all the Bidders. No Bidder shall contact through any means of communication the BFSL or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the BFSL, it may do so in writing.

6.10 Vicarious Liability

The selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the selected Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the BFSL shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors, etc., by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues, etc., of such employees, agents, contractors, subcontractors, etc., of the selected Bidder, shall be paid by the selected Bidder alone and the BFSL shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder’s employees, agents, contractors, subcontractors, etc. The selected Bidder shall agree to hold the BFSL, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the BFSL through the action of selected Bidder’s employees, agents, contractors, subcontractors, etc.

7 OTHER TERMS & STIPULATIONS

7.1 Effective Date:

The effective date shall be date on which both the centres will start functioning. The bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The BFSL reserves the right to consider the late acceptance of the order, if any, at its discretion.

7.2 Project Execution:

The selected bidders shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Mumbai . However, for escalation purpose, details of other persons shall also be given. The project managers nominated by the bidders should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order.

7.3 Information Provided

This RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending Vendor to determine whether or not to enter into a contract or arrangement with BOB Financial Solutions Ltd in relation to the provision of Contact Centre services. Neither BOB Financial Solutions Ltd nor any of its directors, employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

7.4 Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Vendor to any other party. The RFP document is provided to the Vendor on the basis of the undertaking of confidentiality given by the Vendor to BOB Financial Solutions Ltd. The BFSL reserves the right to update or revise the RFP document or any part of it prior to opening of responses by the Vendors. BFSL shall provide the revised RFP document, if any, to all the short-listed Vendors of RFP, through appropriate mode of communication. BFSL shall also consider providing additional time to submit the responses to RFP. The Vendor acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

7.5 Vendor

The RFP document is intended solely for the information of the party to whom it is issued ("the Vendor") and no other person or organization.

7.6 Questions & Clarifications

The bidder will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with BOB Financial Solutions Ltd or any of its customers, suppliers, or agents without the prior written consent of BOB Financial Solutions Ltd, except to the extent provided herein below of this RFP document. Vendors are required to direct all communications related to this RFP, to the Nominated Point of Contact person, i.e. AVP-Procurement, BOB Financial Solutions Ltd, All questions relating to the RFP, technical or otherwise, must be in writing only to the above nominated Point of Contact. The BFSL will answer all communications initiated by bidders as per the time frame mentioned in Bid Details at page 2 of this Document. However, the BFSL may in its absolute discretion seek additional information or material

from any Vendor after the time frame for submission of Response to RFP. Vendors should provide details of their email addresses.

Response to any query raised through nominated Point of Contact person, will only be provided to the bidders via email and/or on the website of the BFSL. If the BFSL in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, the BFSL reserves the right to communicate such response to all bidders.

The BFSL reserves the right not to communicate certain information for clarifications sought by the bidder if the BFSL finds that it is against the interests of the BFSL.

The BFSL may in its absolute discretion engage in discussion with any bidder (or simultaneously with more than one bidder) after the Response closes to improve or clarify any response.

7.7 Code of conduct

It is the objective of the BFSL to obtain the best services possible by giving fair and impartial consideration to all Vendors invited to accept RFP for submitting Response to RFP. Every potential Vendor will be considered on fair and equal basis.

7.8 Notification

BFSL will notify Vendor in writing about the outcome of their RFP evaluation process, including whether the Vendor Bid has been accepted or rejected. The BFSL is not obliged to provide any reasons for any such acceptance or rejection.

7.9 Responsibility of Vendor for BFSL's Property

Vendor shall take due care of computer hardware, software, furniture, telephones and / or any other equipment, if any, provided by the BFSL at Contact Centre premises and shall be responsible for any loss or damage caused to the BFSL's property/items due to their negligence. The Vendor will not use the above mentioned items / facilities for any other purpose except in accordance with the direction of the BFSL. Further, the Vendor or their staff will not get any claim or right like tenancy or otherwise over the items/infrastructure of BFSL by merely utilizing the same during the given assignment.

7.10 Acts of CSAs / Sr. CSAs

The Vendor shall solely be responsible for all acts of omissions / commissions made by all the CSAs/ Sr. CSAs.

7.11 Access to Outsiders

The Vendor shall not provide access to any systems, data, infrastructure or premises to any unauthorized/outside persons/entities without the written consent of the BFSL.

7.12 Evaluation of Offers

Each bidder acknowledges and accepts that BOB Financial Solutions Ltd may in its absolute discretion apply whatever criteria it deems appropriate in the selection of Vendor to submit a response including, but not limited to, those selection criteria set out in this RFP document. BFSL has no obligation to make public the detailed results, of the RFP evaluations, the reasons for selection of Vendor, reasons why a specified Vendor was not selected, or the name of the final Vendor.

7.13 Non-disclosure

All BFSL's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information (hereinafter referred to as 'Confidential Information') which may be communicated to or come to the knowledge of Vendor and/or its employees during the course of discharging their obligations shall be treated as absolutely confidential and Vendor and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BFSL nor shall use or allow to be used any

information other than as may be necessary for the due performance by Vendor of its obligations. Vendor shall indemnify and keep BFSL indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking regarding Confidential Information by Vendor and/or its employees and shall immediately reimburse and pay to BFSL on demand all damages, loss, cost, expenses or any charges that BFSL may sustain suffer, incur or pay in connection therewith.

It is clarified that "Confidential Information" means any and all information that is or has been received by the Vendor (Receiving Party) from the BFSL (Disclosing Party) and that (a) relates to the Disclosing Party and (b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential (c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agent, representatives or consultants. In maintaining confidentiality, the Receiving Party on receiving the confidential information and material agrees and warrants that it shall take at least the same degree of care in safeguarding such confidential information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, what reasonably calculated to prevent such inadvertent disclosure.

Also, keep the confidential information and confidential materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third Party. The Receiving Party, who receives the confidential information and the materials, agrees that on receipt of a written demand from the Disclosing Party, they will immediately return all written confidential information and materials and all copies thereof provided to and which is in Receiving Party's possession or under its custody and control. The Receiving Party to the extent practicable, immediately destroy all analyses, compilation, notes studies memoranda or other documents prepared by it and the same contain, reflect or derive from confidential information relating to the Disclosing Party. The Receiving party immediately expunge any confidential information, word processor or other device in its possession or under its custody & control and thereafter furnish a Certificate signed by the Authorized person confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries and the requirement of confidentiality aspect has been complied with.

The restrictions mentioned hereinabove shall not apply to:

- a) Any information that publicly available at the time of its disclosure or become publicly available following disclosure (other than as a result of disclosure by the disclosing Party contrary to the terms of this document) or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
- a) Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any government, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosures, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- b) The confidential information and material and all copies thereof, in whatsoever form shall at all the times remain the property of the Disclosing Party and disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond

those contained in this document. The confidentiality obligations shall survive the expiry or termination of the proposed Agreement between the BFSL and Vendor.

This clause shall survive the termination or expiry of the agreement.

7.14 Captions and headings

The captions and headings in this RFP are for convenience only and are not intended to be full or accurate descriptions of the contents thereof. They shall not be deemed to be part of this RFP and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

7.15 Contractual Commitment

Should the bidder be an Award Vendor, the contents of its Response to RFP, including any material submitted in the Response to RFP, may on mutual consent be incorporated by reference or integrated as obligations in the formal Service contract and / or Service Level Agreement (SLA), to be drafted by BFSL.

7.16 Execution of Agreement:

The selected Vendor shall execute a stamped "Contract Agreement/Service Level Agreement" with the BFSL containing the terms of RFP as finalized and mutually agreed upon within 30 days from the date of acceptance of the Order at the time and place indicated by the BFSL. Failure to execute the Contract Agreement makes the EMD liable for forfeiture at the discretion of the BFSL and also rejection of the selected Bidder.

The Contract Agreement shall include all terms, conditions and specifications of RFP and also the Price, as agreed finally after Bid evaluation and negotiation.

7.17 General Order Terms:

Normally, the Order will be placed on the successful bidder as per the details given in the bid document. But, if there is any change in name/address/constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the BFSL immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/restructuring/merger/demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the BFSL. There shall not be any delay in this regard. The decision of the BFSL to place orders or otherwise under such situation shall rests with the BFSL and the decision of the BFSL is final.

7.18 Modification/Cancellation of RFP:

The BFSL reserves the right to modify/cancel/re-tender the RFP without assigning any reasons whatsoever. The BFSL shall not incur any liability to the affected bidder(s) on account of such rejection. BFSL shall not be obliged to inform the affected bidder(s) of the grounds for the BFSL's rejection/cancellation.

ANNEXURE - A**OFFER COVERING LETTER**

Offer Reference No:

Date:

To,
The AVP-Procurement,
BOB Financial Solutions Ltd

Dear Sir,

Sub: RFP Reference No. dated **01/08/2020** (Selection of vendor for setting up & maintenance/management of Contact Centre operations on complete outsourced model).

Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP in accordance with the Prices indicated in the Commercial Offer and made part of this Bid.

If our Offer is accepted, we undertake to provide service as a Bidder for setting of Contact – Centre for the BFSL for a period of 3(three) years from the date of commencement of services i.e. the date on which both the centres will start functioning.

We agree to abide by this offer till 6(six) months from the last date of submission of commercial offer and our offer shall remain binding upon us and may be accepted by the BFSL any time before expiry of that period, until a formal contract is prepared and executed, this offer together with the BFSL's written acceptance thereof and the BFSL's notification of award, shall constitute a binding contract between us.

We confirm that we have not made any changes in the offer documents, except for filling in appropriate columns.

We confirm that our Company / firm has not been black listed / barred any Regulator / Statutory Body and / or Public Sector Undertaking.

We confirm that our Company / firm do not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the Contact Centre services.

We understand that the BFSL is not bound to accept the offer and the BFSL has right to reject the offer in full or part without any assigning any reasons, whatsoever.

Seal and Signature of the Bidder

ANNEXURE-B**PROFILE OF PROPOSED ASSISTANT MANAGER(s) AND TEAM LEADER(s)**

Profile of Proposed Assistant Manager(s) and Team Leader (s)	
Name	
Present Designation	
Qualifications	
Nationality	
Years in the firm	
Language proficiency	
Areas of expertise in Contact Centre at PSBs/Large Private Sector Bankss in India	
Project led with description	
Role in the proposed project	

We hereby acknowledge that the information provided by us is true and to the best of our knowledge.

Place:

Date:

Seal and Signature of the Bidder

In each of the scope listed, if more than one professional is available then the indicative profile of each of such professional be furnished.

ANNEXURE – C
PRICE BID(TECHNICAL BID FORMAT)

(This format is to be furnished as part of Technical Bid without any Price information.
If Price is disclosed, the Bid is liable for rejection)

To,
The AVP-Procurement,
BOB Financial Solutions
Ltd

Dear Sir,

Sub: Reference No. dated **01/08/2020**(Selection of vendor for setting up & maintenance/management of Contact Centre operations on complete outsourced model)

We give below our consolidated rate with break up for setting up Contact Centre at:
_____ (Specify location) as per the Scope given in this RFP document.

	Pricing schedule	Year 1	Year 2	Year 3	Year 4	Year 5
A	Number of (CSA) FTEs	3	45	60	75	100
B	Cost per (CSA) FTE per annum	XX	XX	XX	XX	XX
C	Annual Cost of (CSA) FTEs (A * B)	XX	XX	XX	XX	XX
D	Number of (senior CSA) FTEs	30	75	125	150	150
E	Cost per (senior CSA) FTE per annum	XX	XX	XX	XX	XX
F	Annual Cost of (senior CSA) FTEs (D * E)	XX	XX	XX	XX	XX
G	Total Cost (C + F)	XX	XX	XX	XX	XX
	Grand Total	(Sum of Year 1 to Year 5)				

We agree that the number of FTEs mentioned above is indicative only and will be used to determine L1. The BFSL reserves the right to request for scaling up / down FTEs as per BFSLs requirements. L1 shall be determined on the lowest Net Present Value (NPV) of the Total Cost calculated based on the prices quoted by the Vendors.

We certify that all the components quoted above include cost of all activities and prices quoted are all in compliance with the terms stipulated in this RFP. We also confirm that we agree to all the terms and conditions mentioned in this RFP and undertake to deliver all the deliverables as per the RFP document.

Place:
Date:

Seal and Signature of the Bidder

Name:

Business Address:

ANNEXURE - D
LETTER OF AUTHORISATION TO BID

To,
AVP-Procurement,
BOB Financial Solutions
Ltd

Dear Sir,

SUB: Authorization Letter for submitting bid documents.

REF: Your RFP Dated.....

This has reference to your above RFP for setting up Contact Centre for BOB Financial Solutions Ltd at _____ and _____ with _____ years Contract Period, Mr/Mrs/Miss _____ is hereby authorised to submit the bid documents and to sign the contract on behalf of our organization for all the relevant services required by the BFSL as called for vide the BFSL's request for proposal vide above referred RFP on _____ on behalf of our organization. We confirm that the person so authorised above has digital signatures and confirm that all documents submitted in technical sealed bid and the prices quoted in commercial sealed bid by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed.

Certified photo copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified photo copy of P/A of authorised Signatory/authority is to be submitted)

Note: 1. This letter of authority should be on the letterhead of the CEO / Director on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

2. The details of Digital Signatures are as below:

Sl. No.	Name of the Person Email Address & Contact No.	Digital Signature Number	Certifying Agency	Valid up to

ANNEXURE - E

Bank GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To,
AVP-Procurement, BOB
Financial Solutions Ltd

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted its RFP dated _____ (Date) for execution of (Name of Contract) _____ (hereinafter called the RFP) in favour of BOB Financial Solutions Ltd hereinafter called the "Employer";

KNOW ALL MEN by these present that we, _____ Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Head Office at _____ amongst others a Branch at _____ (hereinafter called the Bank) are bound unto to the Employer for the sum of ` _____ (Rupees _____ only) for which payment well and truly to be made to the said Employer, the BFSL binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - a) Fails or refuses to execute the Contract Form if required; or
 - b) Fails or refuses to furnish the Performance Security, in accordance with the terms of the Bid;

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

Notwithstanding anything contained herein, our liability under this BFSL Guarantee shall not exceed ` _____ (Rupees _____ only).

The BFSL Guarantee is valid up to _____ and

We are liable to pay the guaranteed amount or any part thereof under this BFSL Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of the Guarantee as found under clause (ii) plus claim period)

Dated _____ day of _____ 20_.

SIGNATURE OF THE BFSL

ANNEXURE - F TECHNICAL**EVALAUTION FORMAT**

AVP-Procurement

BOB Financial Solutions

Ltd

Sub: RFP for "Selection of vendor for setting up & maintenance/management of Contact Centre operations on outsourced model"

Ref: dated **01/08/2020**

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Technical Bid/Specification.

Sl. No.	Particulars	Details to be furnished by the Bidder
a)	Name of the Bidder	
b)	E-mail address of contact persons	
c)	Details of: Description of business and business background Service profile & Client profile	
d)	Details of similar assignments executed by the bidder during the last three years in India (Name of the BFSL, time taken for execution of the assignments and documentary proof from the BFSL are to be furnished)	Please furnish the required details in Annexure - N

Date

Signature with Seal

Name :

Designation :

TECHNICAL PROPOSAL

ANNEXURE – F1

1. Please provide details of the profile of your top management, in the table below:

Top Management Profile	CMD/MD	Director I	Director II	Director III
Name				
Qualifications				
Professional experience				
Experience in Call centre / BPO industry (No. of years, and description of experience)				

2. Please provide details of your business profile, in the table below:

Break up of business revenues

Criteria	No. of Years	No. of Seats	Break up of business revenues		
			2017-18	2018-19	2019-20
1. Sector					
Public-Sector BFSIs (India)					
Private BFSIs (India)					
International BFSIs					
Financial services					
Telecom					
Retail					
Manufacturing					
E-governance					
Any other, please specify					
2. Within India - territory wise					
North					
South					
East					
West					
Please state your NASSCOM Rank					

3. Please provide details of your management practices and procedures, in the table below:

3.A Financial Management Practices		
1.	Share-holding pattern	
2.	What are your capital funding practices?	
3.	What are your funds flow management practices?	
4.	Who is your primary BFSI? (name, branch)	
3.B Marketing Management Practices		
1.	What is your customer creation and retention practices?	
2.	What are the standards set by you on business ethics in terms of customer service deliverables?	
3.C HR Policies and Practices		
1.	What are your high level recruitment and retention policies?	
2.	Please provide a brief note on sources of recruitment	
3.	What are your high level HR development policies and strategies?	

ANNEXURE – F2

Please provide a description of the proposed technical solution based on RFP requirements, including the following:

1. Please provide details of your ability to provide services on an outsourced model and to manage transition, in the table below :

Please provide a detailed project plan for implementation of Call Centre services including dependencies at various stages and integration various systems of the BFSL with call center systems such as CTI, CRM, etc. Please ensure this confirms with the BFSL's requirements as stated in the RFP.	
Please indicate the proposed timelines and the strategy to meet such timelines committed and requirements from BOB Financial Solutions Ltd to meet such timelines	
Please provide details of your experience in operating on an outsourced model as required by the BFSL with other clients	
Please confirm that you will be able to provide all premises, furniture, amenities, hardware, software, IT tools, and other facilities	
Please provide architecture of how the implementation will be carried on for extending the software infrastructure to the existing Call Centre at Mumbai	

2. Please provide a complete overview of the CRM including the following:

1.	Capabilities of the CRM to support the call center scope	
2.	Workflow of the CRM to support service requests raised by the customer	
3.	Architecture of the web based access to branches to enable fulfillment of these service requests and the requirements to support the same from branches	
4.	Ability of the CRM to make customer segmentation	
5.	Outbound lead management abilities of the CRM	
6.	Key dashboards from CRM on SLA , KPIs provided	

3. Outbound contact center strategy:

1.	What will be the strategy to maximize sales and recovery through the outbound set up? What specific initiatives have you taken in the past / propose to take to ensure maximum throughput?	
2.	<p>The vendor needs to elaborate on proposed sales & recovery approach to achieve best-in-class outcomes.</p> <ul style="list-style-type: none"> • Tools and methodologies for training agents on sales & recovery processes • Calling strategies to maximize contactability • Strategies to maximize lead generation, sales closure and collection on call. • Key requirements from BOB Financial Solutions Ltd to achieve the above 	

4. Inbound contact center strategy:

4.A Service Strategy		
1.	What is the proposed strategy for ensuring best in class customer service strategy? What specific initiatives have you taken in the past / propose to take.	
2.	Tools and methodologies for training agents on service processes.	

Ref No. RFP NO: CO: BFSL/CRM RFP/20-21/01		Date: 01/08/2020
3.	Calling strategies to minimize hold time, maximize FTR, handling peak volumes.	
4.	Key requirements from BOB Financial Solutions Ltd to achieve the above.	
4.B Sales to service strategy		
1.	What will be the strategy to maximize sales through the inbound set up? What specific initiatives have you taken in the past / propose to take to ensure maximum throughput?	
2.	The vendor needs to elaborate on proposed sales approach to achieve best-in-class outcomes	
3.	Strategies to maximize lead generation and sales closure on call	
4.	Key requirements from BOB Financial Solutions Ltd to achieve the above	

ANNEXURE – F3

1. Please provide details of your dedicated practice areas and core competencies, in the table below:

S. No.	Processes	Number of Seats				
		Voice	Email	Live-Chat	Web Service	Any other
1.	Inbound					
2.	Lead creation					
3.	Service request registration					
4.	Complaint registration					
5.	Recovery / collection					
6.	Inbound cross selling and up selling					
7.	Outbound tele-marketing					
8.	Follow-up of leads - appointment fixing, product offer					
9.	KYC verification					
10.	Customer satisfaction survey					
11.	Market research - tele-interview					
12.	Any other processes - please specify					

2. Please provide details of your language capabilities, in the table below:

What are the languages you are handling?	Number of seats	Since When?	What are the training materials used by you for a regional language?
Language-1			
Language-2			
Language-3			
Language-4			

3. Please provide details of your BFSI industry specific skill sets, in the table below: Any

S. No.	Process	No. of seats	Experience (No. of years)	Functions covered	Unique features of the functions
1.	General and account related queries on products & services of the BFSI & third-party products				
2.	Execution of basic BFSI services and transactions				
3.	Service Requests				
4.	Complaints				
5.	Queries on Credit Cards				

8.	Outbound – Tele-Marketing				
9.	Outbound – recovery/ collection				
10.	Others – please specify				
Please confirm that you have capability to provide all functions required by the BFSL					

4. Please provide details of specific compliance requirements of the Call Centre, if any?
5. Please provide details of your technical expertise including design and implementation of indigenous software /hardware / systems developed to provide Call Centre services, in the tables below:

5.A Information Technology / Software requirements					
Tools	Name of tool	Owner	Integration Aspects for the BFSL	Current No. of Users	Client for which such implementation has been done
CRM					
Connector					
HR management systems					
Performance appraisal systems					
Quality management tools					
Business intelligence tools					
Other tools					

5.B Software Platforms			
Area of expertise	Team size	Experience	
		No. of years	Industry
Give a brief account on each of the above software platform, the customization specifically if any done for the client and how the above mentioned team handled such specific customer requests. Past experience of implementing can be mentioned as required.			

5.C Technical Requirements		
	Configuration specifications	Suggested Make
PCs – configuration		
Other infrastructure for the agent /team leader workstation		
Software support – CTI		
Software support – dialer and logger		

Software support – CRM		
Telecom infrastructure		
Any specific software tools /accelerators required		
Any other		

5.D Physical Infrastructure		
Workstations - dimensions & furniture		
Air-conditioning, lighting, rest rooms, lockers		
Physical security arrangements - CCTV, access control		
Any other		

6. Please provide details of your ability to provide data security, in the tables below:

6.A Security Initiatives and Personnel		
Do you take a non-disclosure agreement? From whom and how far is it enforceable?		
What are your formal disciplinary action procedures in case of security breach?		
Explain your employee reference checking process		
Do you conduct training sessions on data security and how?		
Are you adapting ISO 27001 security practices or any other security practices? Please specify		

6.B Security Initiatives – Data/IT/Software		
What are the fire-walls used by you?		
What are the measures for security for PCs, and coping devices?		
How do you prevent use / installation of unauthorized software?		
What are the security measures taken while giving internet, email facilities to employees, to ensure data-security?		

6.C Security Initiatives – Physical Infrastructure		
What are your physical security measures? Give an account on access card systems, circuit TV and monitoring, etc.		
How are you ensuring security while sub-contracting / outsourcing services to a third-party vendor?		

7. Please provide details of your current human resources management practices, in the tables below:

7.A Recruitment and Retention		
Current recruitment and sourcing processes		
Annual attrition (%) for agents		
Annual attrition (%) for Team Leaders		

Measures taken to prevent / reduce attrition

7.B Training, Development and Career Planning

PARAMETER	Do you currently provide this? (Yes/No)	If yes, mention frequency at which it is provided	Any other details
Communication and soft skills training			
Proposed Call Centre processes			
Products and services of the BFSL			
Behavioral and cultural expectations of BFSL from a professional agent			
Information security and their relevance and importance to the customers			
Knowledge of Banking systems, operational procedures, KYC norms etc.			
Documentation and formalities required for availing various products & services of BFSL			
Customer service and citizen charter			

8. Please provide details of all Service Level Agreement (SLA) parameters enforced by your current clients (preferably Banking clients) as well as your compliance so far to these, in the table below:

Service level agreements		Compliance during		
CLIENT – 1	Desired Level by Client (No penalty imposed)	2017-18	2018-19	2019-20
System Uptime				
Call abandonment rate (on ACD)				
Call abandonment rate (on IVR)				
Call queue waiting time				
First call resolution rate				
IVR efficiency (% calls disposed off at IVR)				
Average time taken to be disposed off at IVR				
% of calls that fail to connect to call centre due to limited infrastructure provided by vendor				
Any other SLAs, please specify				
Service level agreements		Compliance during		
CLIENT – 2	Desired Level by Client (No penalty imposed)	2017-18	2018-19	2019-20
System Uptime				
Call abandonment rate (on ACD)				
Call abandonment rate (on IVR)				
Call queue waiting time				
First call resolution rate				

IVR efficiency (% calls disposed of at IVR)				
Average time taken to be disposed of at IVR				
% of calls that fail to connect to call centre due to limited infrastructure provided by vendor				
Any other SLAs, please specify				
CLIENT – 3	Desired Level by Client (No penalty imposed)	2017-18	2018-19	2019-20
System Uptime				
Call abandonment rate (on ACD)				
Call abandonment rate (on IVR)				
Call queue waiting time				
First call resolution rate				
IVR efficiency (% calls disposed of at IVR)				
Average time taken to be disposed of at IVR				
% of calls that fail to connect to call centre due to limited infrastructure provided by vendor				
Any other SLAs, please specify				

9. Please provide details of your reporting capabilities, in the table below:

Reports	Ability to provide BI reports	Ability to customize reports as per requirement of BFSL	Ability to provide the BFSL with direct access to these reports
SLAs & KPIs			
Invoices			
Other Reports			

10. Please describe the profile of the proposed operational team for the BFSL, in the table below:

Members	Number	BPO Experience	BFSI Experience	Qualifications/ Certifications	Any other Information?
Operations Manager					
Program Manager					
Administration Team					
Technical Team					
Quality Team					
HR Team					
Audit Team					
Any other, please specify					

11. Please provide at least 2 references from whom the BFSL can obtain an opinion

	Reference I	Reference II
Name of the Company		
Contact person		
Contact details		
Processes handled		
Share of revenue / turnover from the reference		

ANNEXURE – F4

Table 1

Details of BFSI clients – Provide details of all- Indian Public Sector Bank , Private Sector Bank and International Bank

Name of the BFSI	Total Business of the BFSI	No of FTE deployed FY 2018	No of FTE deployed FY 2019

Table 2

Details of clients with billing more than 2 crore per annum

Name of the Client	Total Business of the BFSI	No of FTE deployed FY 2018	No of FTE deployed FY 2019

Table 3

Please provide split of net profit from Indian voice call center operations and other operations / businesses if any.

Particulars	2017-18	2018-19	2019-20
Net profit from Call center operations			
Net profit from Other operations			

Table 4

Please provide a summary of the capabilities channel wise for all your clients (at least 80% of the total number of seats under each capability should be included)

Inbound

S. No.	Client Name	Number of seats				
		Voice	Email	Live- Chat	Web Service	Social Media

Table 5

Please provide the details of total inbound calls handled per day

No. of clients	Total no. of inbound calls handled per day
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Table 6

Please provide the details of total outbound handled per day

No. of clients	Total no. of outbound calls handled per day	Conversion rate of outbound calls

Table 7

Please provide the details of types of services offered for e.g fulfillment etc and the total seats allotted for the service

S. No.	Type of Service	Number of seats

ANNEXURE –F5

Please provide details, in the table below, of the locations of your existing Call Centers for the Bank / FIs to conduct site visit (if required)

No.	Location	Address	No. Of Seats	Appropriate Time-band for visit	Process handled	Contact details(Contact person's e-mail & telephone numbers)
1						
2						
3						

ANNEXURE - G**ELIGIBILITY CRITERIA**

To,
AVP-Procurement,
BOB Financial Solutions
Ltd

Sub: RFP No. dated **01/08/2020**
(Selection of vendor for setting up & maintenance/management of Contact Centre operations on complete outsourced model).

We have carefully gone through the contents of the above referred RFP and furnish the following information relating to Eligibility Criteria.

Sl. No.	Details	Support Documents to be submitted	Document Submitted (Please specify)
1	The bidder must be a Public/Private Limited Company registered in India under the Companies Act, 1956 and should have been in operation for at least 5 years. In case the current Vendor 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 till date of RFP. Consortium is not allowed.	Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case Private Limited Company, issued by the Registrar of Companies.	
2	The bidder which is providing BPO/Contact Centre services should be a profit making company and should have earned profit in all the preceding three Financial Years i.e., 2017-18, 2018-19 and 2019-20 as per the audited Financial Statements	Copies of audited balance sheets and profit & Loss statements for the last three financial years (i.e. audited statements for 2017-18, 2018-19 and 2019-20) should be submitted along with the offer. In the event that profit is not publically reported for the Indian Contact Centre operations of the Vendor / its subsidiary, a self – declaration must be submitted	

Sl. No.	Details	Support Documents to be submitted	Document Submitted (Please specify)
4	The bidder should not have been blacklisted/terminated by any Government/ Public Sector Organization/Agency for unsatisfactory past performance, corrupt, fraudulent or any other unethical business & practices, at any point. The bidder should not have been blacklisted by IBA or any other Regulatory or Legal entities. If a bidder chooses not to disclose any such issue, and the same comes to BFSL's notice at a later date, the BFSL will be free to revoke any contract entered with the Vendor and forfeit the performance BFSL Guarantee at its discretion.	Self-Declaration from the bidder to be submitted.	
5	The bidder providing BPO/Contact Centre services should be operating with an aggregate of at least 1,000 Full Time Equivalents (FTEs) for its Contact Centre Voice Operations based in India	Please provide letter from client/LOI/ Agreement with the client to this effect.	
6	The Clientele of the bidder must include at least one reputed BFSL(Indian / Foreign BFSL, operating in India)with total annual business (Deposits +Advances) exceeding Rs.1.5 crore during the last financial year, i.e 2019-20 for whom the Vendor has set up a Contact Centre of at least 150 FTEs. Alternatively, the bidder should have a Contact Centre of at least 300 FTEs for a single Indian PSU/Government Organization or 500 FTEs from a single client	Please provide letter from client/LOI/ Agreement alongwith Self Declaration	
7	The bidder should have obtained ISO/IEC 27001:2013 certification.	Bidder to submit Certificate	
8	Experience in implementation of call center on a core credit card platform	Self- declaration along with Client reference	
9	Existing 'Managed model', where bidder is running such contact centre from Client location	Self- declaration along with Client reference	

10	Bidder should have an average Business Turnover of at least Rs.5 Crore in the Call / Contact Centre during the immediate last 3 financial years i.e. 2017 – 2018, 2018-19 and 2019-20.	Copies of audited balance sheets and Profit & Loss statements for the last three financial years (i.e. for 2017-18, 2018-19, and 2019 – 2020) or letter from Chartered Accountant, who has audited the Balance Sheet of the bidder, should be submitted along with the offer.	
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Sl. No.	Details	Support Documents to be submitted	Document Submitted (Please specify)
11	Bidder should have an independent internal audit function in place.	Bidder to submit Self certification	
12	As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy. Further, all bidders to submit an "Integrity Pact" as per Annexure – Q on non-judicial stamp paper of requisite value.	Bidder to sign & submit the "Integrity Pact" letter as per Annexure – Q	

***Documentary Proof and self-declarations, wherever required should be submitted in Original.**

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection. In case of, any of the above declarations/documents is found in-correct/false at any later date during the contract period, BFSL may terminate the contract and invoke the submitted BFSL Guarantee.

Place:

Date:

Seal and Signature of the Bidder

ANNEXURE - H

LETTER TO THE BFSL ON THE COMPANY'S / FIRM'S LETTER HEAD

Date:

To,
AVP-Procurement,
BOB Financial Solutions
Ltd

Dear Sir,

Sub: RFP No. dated **01/08/2020**

(Selection of vendor for setting up & maintenance/management of Contact Centre operations on complete outsourced model).

With reference to the above RFP, having examined and understood the instructions, Terms and Conditions forming part of the RFP, we hereby enclose our offer for undertaking the mentioned work as per the Scope detailed in your RFP.

We confirm that we have not been disqualified by any BFSL / Financial Institution from undertaking any / or all of the above activities. We also confirm that the offer shall remain valid for six months from the date of the offer. We understand that BFSL is not bound to accept the offer and the BFSL has right to reject the offer in full or part without assigning any reasons, whatsoever.

Yours faithfully, Authorised

Signatory (ies)

Name, Designation and Seal of the Company / Firm

ANNEXURE - I

PRICE SCHEDULE

APPOINTMENT OF VENDORS FOR "SETTING OF CONTACT - CENTRE"

The Contact Centre set-up at location will be on fully outsourced model. No payment will be made for implementation / set-up of Contact Centre, integration with BFSL's CBS/alternate delivery channel switch/ any other system and hiring and salaries / payment of CSA's or other employees of contact-centre. The payment will be made on the services rendered by the Contact Centre as per the scope of this RFP. **Please refer clause 6.4.**

The payment shall be released on monthly basis. Three copies of the monthly invoice should be submitted within 30 days from the end of each month. This shall also include all supporting documents on the basis of which the invoice has been prepared including (but not limited to) the following:

- Total number of FTEs actually deployed
- Performance report on all SLAs and KPIs and calculation of applicable penalties (if any)
- Any other documents as applicable, as may be demanded by the BFSL to ascertain the genuineness or accuracy of billing
- The payment for the invoice received along with all stipulated supporting documents shall be done within 6 weeks of bill receipt date.
- Further, in relation to payment, BFSL will not pay any advance.
- Bidder will be single point of contact for the BFSL for any issues/problem related to Contact Centre functioning provided / maintained by him.
- The payments will be released centrally by the BFSL through NEFT / RTGS after deducting TDS, Penalty/LD if any, and the Selected Bidder has to provide necessary BFSL Details like Account No., BFSL's Name with Branch, IFSC Code etc.

	Pricing schedule	Year 1	Year 2	Year 3
A	Number of (CSA) FTEs	30	75	125
B	Cost per (CSA) FTE per annum			
C	Annual Cost of (CSA) FTEs (A * B)			
D	Number of (senior CSA) FTEs	30	75	125
E	Cost per (senior CSA) FTE per annum			
F	Annual Cost of (senior CSA) FTEs (D * E)			
G	Total Cost (C + F)			
	Grand Total			

The Vendor will also provide complete break-up of inbound call timings including time spent at IVR so as to facilitate tallying of bills received by BFSL from telecom service provider. **Please refer clause 6.4.**

ANNEXURE - J**FORM OF SELF AFFIDAVIT / DECLARATION****(TO BE SUBMITTED ON COMPANY'S / FIRM'S LETTER HEAD ONLY)**

We, M/s _____, are one of the bidders for setting up Contact Centre and its maintenance / management for BOB Financial Solutions Ltd as per your Request for Proposal () dated **01/08/2020**

We hereby declare that our Company / Firm do not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the contact – centre set up and management. We further declare that in case the BFSL finds our averments are not true and incorrect, the BFSL can initiate necessary action against us as deemed fit.

The information submitted in the eligibility criteria and Technical Bid are true and are factually correct.

Authorised Signatory (ies)

Name, Designation and Seal of the Company / Firm

ANNEXURE – K

PERFORMANCE SECURITY FORMAT

To,
AVP-Procurement,
BOB Financial Solutions
Ltd

WHEREAS () has undertaken in pursuance of the Contract no. _____ dated _____ to, inter-alia, supply of _____ as per the Contract document (herein after called "The Contract"), dated _____

AND WHEREAS it has been stipulated by you in the said Contract that _____ shall furnish you with a Performance Security by a recognized BFSL for the sum of Rs. _____ specified therein as security for compliance with the _____ performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give you the guarantee on behalf of _____

THEREFORE WE hereby affirm that we as guarantors and responsible to you, on behalf of _____, up to a total of Rs. _____ and we undertake to pay you, upon your first written demand declaring _____ to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs. _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ (Date)

"All rights and obligations arising from this guarantee shall be governed by the laws of Republic of India".

Notwithstanding anything herein above contained including what is stated in clauses thereof, our liability under this guarantee is restricted to Rs. _____ and shall remain in force until _____. (Date) Unless a demand or claim under the guarantee is lodged with us in writing at Mumbai on or before _____ (Date), all your rights under said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder whether or not this document is returned.

Place:

Date:

ANNEXURE - L

NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement

THIS AGREEMENT ("Agreement") is made on 10th April, 2019 ("**Effective Date**") between _____ Company incorporated under The Companies Act, 2013, , having its registered office at _____ (hereinafter referred to as "**_____**");

AND

BOB Financial Solutions Limited (formally known as Bobcards Limited) a company having CIN NO. U65990MH1994GOI081616, incorporated under the laws of India and having its registered office at 2nd Floor, Baroda House, Behind Dewan Shopping Centre, S. V. Road, Jogeshwari (West), Mumbai – 400 102 (hereinafter referred to as "**BFSL**").

(Individually known as a "Party" or collectively, the "Parties" which expression(s) shall, unless repugnant to the context, be deemed to include successors of each of the Parties).

WHEREAS:

The Parties wish to enter into discussions in relation to a possible _____ ("**Project**"). They accept that Confidential Information (as defined below) will be disclosed in the course of discussions on the Project. They have accordingly agreed to the disclosure of such Confidential Information, subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. Each Party acknowledges that the other Party operates in a highly competitive environment and that any and all information relating to the Project, if disclosed to a third party without the express and written authorisation of the Disclosing Party would have a detrimental effect on the business of that Party. In consideration of being made privy to the Confidential Information, each Party hereby agrees to observe and be bound by the terms of this Agreement.
2. In this Agreement, "**Confidential Information**" means information, knowledge or data, related to the Project howsoever disclosed, including copies and reproductions thereof, which are of an intellectual, technical, scientific, financial, commercial or marketing nature which is not in the public domain and in which either Party has a business, proprietary or ownership interest or has a legal duty to protect, which the Disclosing Party considers to be confidential and which is identified by the disclosing Party as confidential and/or any information which a reasonable third party acting in good faith would recognise as being confidential in nature. The Party disclosing any Confidential Information is referred to herein as "**Disclosing Party**" and the Party receiving any Confidential Information is referred to herein as "**Receiving Party**".
3. Each Party hereby agrees to use the Confidential Information disclosed by the other Party only for the purpose of the Project and hereby undertakes that it shall disclose such Confidential Information only to those of its Representatives who have a need-to-know for the purpose of evaluating or developing the Project.
4. Each Party further agrees to keep the Confidential Information disclosed by the other Party in the strictest confidence and treat such information with the same degree of care it extends to its own Confidential Information and, except as expressly permitted herein shall not use for itself or on behalf of or disclose to any third party any Confidential Information received during the course of the Project.
5. Each Party shall cause its shareholders, employees, servants, agents, consultants, advisors, contractors and officers ("**Representatives**") involved in the Project to observe or be similarly bound by the terms of this Agreement. Each Party, as principal party, shall be responsible for any breach of confidentiality by any of its Representatives.

6. Each Party understands that the Confidential Information disclosed under this Agreement is of a commercially valuable and highly sensitive nature. In the event that the Disclosing Party discovers that the Receiving Party (including its Representatives) has made or makes or intends to make or causes to be made any unauthorised disclosure of the Confidential Information, the Disclosing Party shall be entitled to seek an injunction against any such person to restrain it from making any such disclosure. In addition or in the alternative, as the case may be, each Party shall be entitled to exercise such legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the Confidential Information.
7. The provisions of this Agreement shall not apply to:
- (i) Information which, at the time of disclosure, is in the public domain.
 - (ii) Information which, after disclosure, becomes part of the public domain other than in breach of this Agreement.
 - (iii) Information which was known to the Receiving Party prior to receipt of such information from the Disclosing Party provided that such prior knowledge can be substantiated by documentary evidence antedating the disclosure by the Disclosing Party.
 - (iv) Information which has been developed by the Receiving Party or obtained by such Party from a third party other than in breach by such third party of any obligations that it owes towards the other party hereto.
 - (v) Information which is required to be used or disclosed by reason of any law, governmental, judicial or other regulations or the requirements, orders, directions, instructions or notices of any regulatory authority including any stock exchange, however, with respect to this sub-clause, to the extent permitted by law and practically possible the Receiving Party shall first promptly notify the Disclosing Party about the nature and proposed timing of the disclosure and use its reasonable efforts to limit the scope of the use or disclosure and render reasonable co-operation to the Disclosing Party so as to enable such Disclosing Party to obtain, at the cost of the Disclosing Party, a protective order or other relief from a court or other statutory authority in order to restrict the proposed disclosure.
 - (vi) Information which is disclosed to third parties with the prior written consent of the Disclosing Party.
8. The Parties understand that neither Party has any obligation to provide Confidential Information to the other Party, that the Disclosing Party makes no representation or warranty with respect to the accuracy or completeness of the Confidential Information, and that the Disclosing Party shall not be liable to the Receiving Party for any loss or damage resulting from the use of or reliance on any of the Confidential Information, except as otherwise provided in a formal written agreement executed between the Parties in respect of the Project.
9. Either Party may, at any time during the course of the Project or upon termination of this Agreement, direct the other Party to return the Confidential Information, or any part thereof, and to cease using the Confidential Information to be returned. Upon receipt of such direction, the Receiving Party shall (at the option of the Disclosing Party) promptly either (i) return the requested Confidential Information without retaining any copies or excerpts thereof; or (ii) destroy the same, and certify that the same have been destroyed, provided that the Receiving Party may request to the Disclosing Party for use of the Confidential Information for the purpose of addressing any legal claim which may arise under this Agreement and to comply with any applicable law, regulatory or supervisory body or governmental authority in each case which shall remain subject to the obligations set forth in this Agreement. If the Receiving Party destroys the Confidential Information in accordance with this clause 9 then the Receiving Party shall have complied with the terms of this agreement if, in relation to electronically stored Confidential Information, it can show it has taken reasonable steps to delete such Confidential Information.
10. Unless expressly assigned to the other Party, whether in this Agreement or in some other document made between the Parties, all patents, patent applications, copyrights, design rights, trademarks or such other proprietary rights, belonging to the respective Parties shall remain vested in the Party concerned.
11. Neither Party shall assign its benefits, rights and obligations under this Agreement to any third party (including its subsidiaries, associated companies or affiliates) without the prior written consent of the other Party.

12. Anti-Corruption/Anti-Bribery Representations and Warranties
- a) Both Parties represent and warrant that it is in compliance with the laws of those countries in which it operates, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement. The Parties further represent and warrant that it has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person, (2) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity or (3) secure any improper advantage.
 - b) Both Parties agree that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the other Party. If, after consultation by all Parties to the Agreement, any concern cannot be resolved in the good faith and reasonable judgment of the non-infringing Party, on written notice to the other Party, it may withdraw from or terminate this Agreement.
 - c) Either Party shall have the right to terminate this Agreement if the other Party breaches this, or any other, representation, warranty or undertaking set forth in this clause 12 of the Agreement.
13. If for any reason any provision of this Agreement or part thereof is found to be unenforceable, such provision or part thereof shall be deemed to be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect and may be enforced to the fullest extent possible.
14. The provisions of this Agreement shall be governed by and construed in accordance with laws of India and shall be subject to the exclusive jurisdiction of the Courts of Mumbai.
15. This Agreement, shall come into force on the Effective Date. A Receiving Party shall be obliged to protect any Confidential Information disclosed by the other Party pursuant to this Agreement for a period of four (4) years from the date of disclosure of the relevant Confidential Information.

SIGNED

For and on behalf of

SIGNED

For and on behalf of

**BOB Financial Solutions
Limited**_____
Signature

Name:

Title:

Signature

Name: _____

Title:

ANNEXURE -M**TURNOVER, NETWORTH AND P&L DETAILS****(Bidders have to submit photo copies of Audited Balance Sheet / P&L*)**

(Amount in `)

F Y	Turnover	Networth	Profit and Loss
2012-13			
2013-14			
2014-15			

* If the bidder is a Private Ltd. Company, certificate of Chartered Accountant is acceptable.

ANNEXURE - N
EXPERIENCE DETAILS

(Submit photo copies of POs as support documents for each item).

Details of solution provided to meet eligibility criteria:

Sl.No.	PO No. and date	Order placed by Organization	PO Details	Cumulative Total

ANNEXURE – O FORMAT
FOR PRE-BID QUERIES

Clarifications/Amendments required on this RFP Terms and Conditions email at rfp@bobfinancial.com

(It is requested to submit their clarification/queries in word document in the following format)

Sl. No.	Clause No. and Page No.	RFP Term	Bidders Request for following Clarifications and Amendments	BFSLs Revised Amendment
01.				
02.				
03.				
04.				

ANNEXURE - P CONFORMITY

WITH HARDCOPY LETTER

To,
AVP-Procurement,
BOB Financial Solutions
Ltd

Dear Sir,

Sub: dated **01/08/2020**

Further to our proposal dated xx/xx/xxxx, in response to the Request for Proposal (hereinafter referred to as **"RFP"**) issued by BOB Financial Solutions Ltd we hereby covenant, warrant and confirm as follows: The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original RFP documents issued by the BFSL, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects. In case of any discrepancy/ dispute, the Original hardcopy submitted by the bidder will prevail.

Yours faithfully,

Authorised Signatory

Designation

Bidder's Corporate Name

ANNEXURE - Q

INTEGRITY PACT

(TO BE STAMPED Rs 100 STAMP PAPER AS AN AGREEMENT)

This Agreement (hereinafter called the Integrity Pact) is made on ___ day of _____ 2019,

BETWEEN

BOB FINANCIAL SOLUTIONS LTD a wholly owned subsidiary of Bank of Baroda having its Registered office at 2nd Floor, Baroda House, Behind Dewan shopping centre, Jogeshwari west, Mumbai through its _____ Department / Office at _____ (hereinafter called the "COMPANY", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

AND

M/s [Name as per incorporation certificate] represented by Shri _____, {Designation} (hereinafter called the "**BIDDER**" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns) of the Second Part.

PREAMBLE

- A. WHEREAS the COMPANY proposes to procure _____ and the BIDDER is willing to offer/has offered the stores and
- B. WHEREAS the BIDDER is a private company/public company/Government Undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the COMPANY is an Office / Department of BOB FINANCIAL SOLUTIONS LTD performing its functions on behalf of COMPANY.
- C. NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :
- a. Enabling the COMPANY to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
 - b. Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the COMPANY will commit to prevent corruption, in any form, by its officials by following transparent procedures.

THE PARTIES HERETO HEREBY AGREE TO ENTER INTO THIS INTEGRITY PACT AND AGREE AS FOLLOWS:

1. Commitments of the COMPANY

1.1 The COMPANY undertakes that no official of the COMPANY, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

1.3 All the officials of the COMPANY will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

2. Commitments of BIDDER(s)

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

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

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

2.3 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.

2.4 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the COMPANY that the BIDDER is the original Bidders or service providers in respect of product / service covered in the bid documents and the BIDDER has not engaged any

individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the COMPANY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

2.6 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the COMPANY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid valuation, contracting and implementation of the contract.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the COMPANY as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the COMPANY or alternatively, if any relative of an officer of the COMPANY has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term '*relative*' for this purpose would be as defined in the Companies Act, 2013.

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

3. Disqualification and exclusion from future contracts

If the BIDDER, before the award or during the execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the COMPANY is entitled to disqualify the BIDDER from the tender process and also exclude it from future contracts.

4. Previous Transgression

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

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

5. Damages

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the COMPANY through any of the mode mentioned in the RFP / bid document and no such mode is specified, by a Company Draft or a Pay Order in favour of BOB FINANCIAL SOLUTIONS LTD from a nationalized Bank including Bank of Baroda However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents / RFP should be from any nationalized Bank and promising payment of the guaranteed sum to the COMPANY on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the COMPANY shall be treated as conclusive proof for making such payment to the COMPANY.

5.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the COMPANY, including warranty period, whichever is later.

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

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

6. Sanctions for Violations

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

(i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the COMPANY desires to drop the entire process.

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

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

(iv) To recover all sums already paid by the COMPANY, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the

COMPANY in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

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

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

(vii) To debar the BIDDER from participating in future bidding processes of the COMPANY or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the COMPANY.

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

(ix) Forfeiture of Performance Bond in case of a decision by the COMPANY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(x) Intimate to the CVC, IBA, RBI, as the COMPANY deemed fit the details of such events for appropriate action by such authorities.

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

6.3 The decision of the COMPANY to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not offered/is not offering similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the COMPANY, if the contract has already been concluded.

8. Facilitation of Investigation

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

9. Criminal Charges against violating BIDDER

If the COMPANY obtains knowledge of conduct of a BIDDER or of an employee, representative or an associate of a BIDDER which constitutes corruption, or if the COMPANY has substantive suspicion in this regard the COMPANY will inform the same to the Chief Vigilance Officer.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to years or the complete execution of the contract to the satisfaction of both the COMPANY and the BIDDER/Lessor, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the COMPANY.

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

The parties hereby sign this Integrity Pact at Mumbai on _____

For BOB FINANCIAL SOLUTIONS LTD.

Name:

Designation:

For BIDDER

Name:

Designation

Office / Department

Witness

1.

2.

