



**BOB Financial**  
— Credit reimagined —

**Request for Proposal  
For**

*Outsourcing of Dialer-Based Tele calling for Collections; (Credit Cards) and Skip Tracing*

RFP NO: CO: BFSL/Collections RFP/2021-22/01

**Dated: 02-June-2021**

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

Email: [rfp@bobfinancial.com]

## **1. INTRODUCTION**

### **1.1 Invitation for Tender offers**

1.1.1. BOB Financial Solutions Limited invites sealed tender offers (Eligibility, Technical bid and Commercial bid) from eligible, reputed entities for *Outsourcing of Dialer-Based Tele calling for Collections for its credit cards portfolio and skip tracing*. In this RFP, the term bidder/ prospective bidder refers to the primary bidder participating for delivering services mentioned in the scope of works.

Complete set of tender documents may be downloaded by eligible bidder from the website of the Company; the cost of tender document should be paid in the form of Bankers' Cheque / Demand Draft for Rs. 1000/- favouring BOB Financial Solutions Limited payable at Mumbai along with the bid responses. The Company reserves the right to reject any or all bids without assigning any reason.

1.1.2. Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in this document, Annexures and Appendices.

### **1.2. About the Company**

1.2.1. Established in the year 1994, BOB Financial Solutions Limited [Formally known as Bobcards Ltd.], 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 Bank of Baroda, a large public sector bank 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.

1.2.2. As on date, the Company has a network of 38 area offices spread throughout the country. The Company is involved in various financial services like credit cards issuance and operations and merchant acquiring business.

### **1.3. Information Provided**

This document contains statements derived from information believed to be reliable at the date obtained but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Company in relation to the Outsourcing of Tele Calling for Collections including skip tracing and any other activity/process. Neither the Company nor any of its 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 document.

### **1.4 Need to Know**

The Bidder shall discuss and take inputs from its officers, directors, employees, financial advisors, accountants, attorneys, Bidders or affiliates as are strictly necessary to evaluate the RFP and the bid on a "*need to know*" basis.

### 1.5 RFP disclaimer

This Request for Proposal containing Annexures and subsequent Addenda and Corrigenda (*hereinafter* called as **RFP**) has been prepared solely for the purpose of enabling the Company to select a Service Provider for Outsourcing of Dialer-based Tele Calling for Collections including skip tracing and any other activity/process that may be assigned as per specifications, terms and conditions and scope defined in this RFP.

**This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the supply and services as per the scope of this RFP.**

The Company reserves the right to approve all or part of the bid when awarding the final service order.

All procurement will be subject to the Company's contractual and regulatory obligations.

The Company reserves the right to reject any quotation or assignment of the requisite services at any time before the award, without assigning any reason or liability.

### 1.6 Important Details (Schedule of Events, contact & communication details etc.)

1.	RFP No.	RFP NO: CO: BFSL/Collections RFP/2021-22 /01
2.	Brief Description of the RFP	Outsourcing of Dialer Based Tele calling for Collections and allied activities
3.	Company's Address for Communication and submission of Tender	<i>Assistant Vice President - Procurement</i> BOB Financial Solutions Limited, 3rd floor, Hallmark Business Plaza , Gurunank BARC Hospital Road, Bandra East . Mumbai - 400051–
4.	Date of issue	02-June-2021
5.	Last date of submission of Queries for Pre-Bid Meeting	08-June-2021 before 17:00hrs IST
6.	Date & Venue of Pre-Bid Meeting	No Pre-Bid Meeting will be scheduled due to COVID 19, Bidders have to drop an email and BFSL will publish all the queries with responses.
7.	Last date & time for submission of Bids	23-June-2021 at [15]:00 hrs

8.	Date and time of Opening of Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
9.	Bid document cost (non-refundable)	INR 1,000/-
10.	Bid Security (EMD)	INR 50,000/-
11.	Online submission of documents	<a href="https://eauction.auctiontiger.net">https://eauction.auctiontiger.net</a>  For any assistance or help in submitting the documents kindly get in touch with Mr. Fahad Khan on +91 9904406300 and email @ <a href="mailto:fahad@etpl.in">fahad@etpl.in</a>

The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check the website [www.bobfinancial.com](http://www.bobfinancial.com) for any changes / addendums to the above dates and/or any other changes to this RFP. **Bidders to confirm with Company the time & venue one day prior to any of the above scheduled event.**

Eligibility cum Technical bids will be opened, in the presence of the bidder's representatives who choose to attend the opening of technical bid. Due to COVID 19 it is not possible for physical meeting hence BFSL will carry out the opening without bidders presence. Subsequently, the company will evaluate the Technical Bids and the bidders shall be suitably intimated about their Technical bid after evaluation.

Commercial bids will be opened in the presence of the of the Bidder's representatives who are found technically qualified by Company upon evaluation and choose to attend. The opening will be carried out virtually.

**The services of Successful Bidder can automatically be availed by Bank of Baroda and all or any of its subsidiaries, basis terms and conditions of the requirement and in line with the cost identified for the said RFP.**

#### **1.7 Costs to be borne by bidders**

All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of their responses to the RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations, etc. and providing any additional information required by the Company, will be borne entirely and exclusively by the Bidder and the Company shall not liable for any costs and/or expenses in relation to responses to the RFP and/or shall not entertain any requests / representations regarding bearing/sharing of costs and /or expenses.

#### **1.8 Legal Relationship**

No binding legal relationship will exist between any of the Bidders and the Company until execution of a definitive legal agreement.

### **1.9 Disqualification**

Any form of canvassing/lobbying/influence/cartelization, etc. by any/some/all Bidder(s) will result in disqualification of such Bidder(s)

### **1.10 Anti-Bid Rigging**

The Bidder shall not in any form share, discuss, compare, plan or align its strategies, quotes, pricing or any part of its bid/tender with another bidder and/or potential or actual competitor.

### **1.11 Bidder's Obligation to Inform Itself**

It is the Bidder's responsibility to conduct all necessary investigations, due diligence and analysis regarding any information contained in the document and the meaning and impact of that information.

### **1.12 Evaluations of Offers**

Each Bidder acknowledges and accepts that the Company may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this document. The issuance of document is merely an invitation to offer and must not be construed as any agreement or work order or arrangement nor would it be construed as material for any investigation or review to be carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this document that it has not relied on any idea, information, statement, representation, or warranty given in this document.

### **1.13 Errors and Omissions**

Each Bidder should on priority notify the Company of any error, omission, or discrepancy found in this document. Notification should be made to [rfp@bobfinancial.com](mailto:rfp@bobfinancial.com) with the subject "Notification: RFP \_\_\_\_"

### **1.14 Acceptance of Terms**

The purpose of the RFP is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the RFP. Though the RFP has been prepared with sufficient care and diligence with an endeavour to provide all required information to the potential Bidders, Company acknowledges the fact that the potential Bidders may require more information than what has been provided in the RFP. Accordingly, in such cases, the potential Bidder(s) may seek additional information/clarification required from Company. Company reserves the right to provide such additional information/ clarification at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of Company, each Bidder may conduct their own study and analysis, as may be necessary, at their own cost and expense ensuring they adhere to the timelines mentioned in the RFP. No additional time will be provided to Bidders to undertake any analysis or study.

Company makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the RFP.

**Company may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information given in the RFP and specify additional user requirements or cancel the RFP at any time before the execution of the final agreement without assigning any reason thereof and without any notice.**

While due care has been taken in the preparation of this document, Company will not be held responsible for any inaccuracy in the information provided herein. The recipient of the RFP must apply its judgment, care and conduct its own investigation and analysis regarding any information contained in the RFP document including but not limited to the scope of work, Deliverables and timelines, etc.

It is the Bidder's responsibility to:

- Properly understand and examine the RFP;
- Examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
- Satisfy itself as to the completeness, correctness and sufficiency of its response;
- Raise all concerns, queries and request during the Pre-Bid meeting.

**The Bidder will, by responding to the Company's RFP document, be deemed to have fully read, understood and accepted all the terms as stated in this RFP document.**

#### **1.15 Liabilities of the Company**

This Invitation is not an offer by the Company, but an invitation for Bidder responses. No contractual obligation on behalf of the Company whatsoever shall arise from the invitation process unless and until a formal Purchase Order/Work Order is signed and executed by duly authorized officials of the Company and the select bidder.

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the definitive agreement, without prejudice to the other actions that the Company may take. All the submissions, including any accompanying documents, will become the property of BOB Financial Solutions Ltd.

#### **1.16 Definitions**

- i. **FTE** – Full Time Employee of the Successful Bidder working on any of the designated activities forming part of the scope of this RFP
- ii. **DPD** - Days Past Due
- iii. **BFSL** - "BOB Financial Solutions Ltd.".
- iv. **RFP** means this "RFP Document which expression shall include all attachments and annexures hereto as well as all amendments, addendums, modifications and alteration hereto" and that shall be the governing document for the said service and shall be read as part of the final agreement executed.
- v. **Recipient and Bidder means** "Bidder to the RFP Document".
- vi. **Tender** means RFP response documents prepared by the Bidder and submitted to BOB Financial Solutions Ltd.
- vii. **ACR**: Accounts to caller ratio
- viii. **Churn/Penetration Ratio** – The number of times an entire allocation for a bucket uploaded on the dialer gets called in a day on the dialer
- ix. **Downtime** – Unscheduled breaks by tele-calling agents outside of their mutually agreed break schedule – thereby impacting the calling window.
- x. **Resolution Rates** – The % of accounts resolved (value) in a particular delinquency bucket divided by total allocation (value). Resolution is defined as the account not moving forward to next delinquent bucket in the subsequent month basis payment made by customer in the current month.

**Types of Resolution:**

- i) **Normalization** – When customer makes payment for total min due and his account moves back to bucket 0
- ii) **Roll Back** – When a customer makes payment and his account moves back to a lower delinquency bucket but excluding bucket 0.
- iii) **Stabilisation** - When a customer makes payment which ensures his account remains in the same delinquency bucket in the subsequent month also.
- xi. **Resolution Rate Targets** – the successful bidder shall be given monthly resolution rate targets by the Company for the buckets assigned and the successful bidder shall be responsible for meeting those targets. These targets are liable to be changed from time to time & the Company has the sole & exclusive discretion to do so.
- xii. **Bucket** – Each pool of card accounts as per delinquency ageing is referred to as a bucket. Example one month overdue customers are referred to as Bucket 1 wherein they have missed making payment for their previous month bill & the current month bill has also been generated.
- xiii. **PTP** – Promise to Pay – where a customer has given a clear, definite & unequivocal promise to make a specific payment by a specific date
- xiv. **KPROM** – Kept promise – Where the payment promised by the customer is received by the bank on the date mentioned by the customer at the time of making the promise and for the amount as mentioned by the customer while giving the promise to pay.
- xv. **RPC** – Right Party Contact – Where the tele-calling agent speaks with the customer when tele-calling either through predictive or preview or manual dialer mode.

**2.1 Intent**

The Company is issuing this RFP document to Bidders to enable them to participate in the competitive bidding for its credit cards s portfolio w.r.t dialer-based telecalling, and skip-tracing.

The underlying focus and intent of the successful bidder shall be at **Speed to Collect at the Lowest Cost and Collect More.**

The Bidder will be required to be innovative, ready to scale at a short notice, commercially competitive and technologically well-equipped with experience in credit cards s collections domain and would need to extend all their resources and services in order to meet the expectation of the Company towards providing the required services as per time lines requested by the Company. The successful bidder shall be required to consistently meet the monthly resolution rate targets across the buckets assigned by the Company. If the successful bidder regularly fails to meet the above-mentioned resolution rate targets then the Company is well within its rights to terminate the contract before its scheduled expiry date.

The Company at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

**2.2. Year on Year FTE Volume Projections (Tentative)**

Financial Year		2020-21	2021-22
Tele callers		40	50
Skip Tracers		1	1

**\*The above projections are only indicative figures and may be revised upwards or downwards.** Hence, these should not be treated as commitment from the Company. Rates quoted by the Bidder will be valid even then when the Company does not meet these projections. Bidders are requested to submit commercial proposal considering above projections as per **Annexure C1**. The calculation will be considered for arriving at TCO for evaluation purpose however the payment will solely be based on actuals.

### **2.3. Tenure**

The tenure of the contract initially would be for three (3) years from the date of the issuance of first purchase order by the Company subject to minimum performance standards being met by the Successful Bidder and adherence to all BFSL prescribed SLA's and with a potential two (2) year extension at the Company's sole discretion. Company can further extend this at its discretion on mutually agreed terms.

### **2.4. Language**

The standard language will be English and Hindi for the tele-calling centre and primarily English for all customers' written communication. However, the Successful Bidder would also need to have adequate number of vernacular agents(telgu, tamil, kannada, malyalam,gujrati etc.) in its dialer based tele-calling team proficient in the various regional languages and capable of negotiating with customers in their regional mother tongue especially where customers are not fluent in either Hindi or English. The databases and work system are in English language.

## **3.1. Data Integration**

1. The Successful Bidder will be responsible for successful data integration with existing customer data available with the Company (including the CRM screens to be provided by the successful bidder to aid & assist the agents on their calls) compliant with the Infosec guidelines of the Company's IT team. The Company's IT team will assist and oversee the integration & the successful bidder shall have to be compliant with the Infosec guidelines of the Company's IT team.
2. The successful bidder shall have to be compliant with all IT guidelines of the Company w.r.t data privacy & confidentiality. Any data breach violation may lead to immediate termination of the contract with the successful bidder.
3. The selected Bidder will be responsible for developing integration scripts (in consultation & with approval from the Company), upload scripts, testing, and rectification with the electronic data available in the Company's system.
4. The Company is open to review tools available with the bidders that supports operations like CRM/ACD/Dialler other automation tools etc.

## **4.1 Scope of Work**

- i) **Dialer-based Tele Calling for Collection (including Inbound call capability)**
- ii) **Skip Tracing**



- **Dialer Based Tele-Calling** – This will involve tele-calling an allocated pool of customers through a judicious and optimal mix of predictive and preview based dialer set-ups. The Agents shall be required to make contact with Customers and negotiate successfully for payments on their credit card outstanding in default or even non-delinquent customers approaching their due dates and/or those who have missed making payments by the due date by utilizing agreed telephone workflow strategies. The successful bidder shall be responsible to meet the various resolution rate targets across the buckets assigned every month.

The Successful Bidder will be required to have the latest state-of-the-art capabilities of both predictive and preview based dialer set-ups and ensures Company mandated churn/penetration ratios along with other key SLA's/performance metrics are met on a daily basis. The Successful Bidder shall also be required to provide the Company with comprehensive MIS's (largely system generated) on a daily basis covering all aspects of collections portfolio management. The successful bidder shall also be required to meet Company mandated SLA's including but not limited to resolution rates, KPROM's, PTP rates, agent downtime, TOS, contact rates including right party contact rates, hourly agent productivity reports, agent attrition rates , etc.

The successful bidder shall also be required to deploy Call Quality Assurance supervisors, team leaders, dialer manager and all such other support staff as is required to run and operate an effective & efficient dialer-based tele-calling set-up. The successful bidder shall also ensure optimum team-leader to tele-callers span of control as mandated by BFSL as well as call quality to tele-callers span of control. Call recordings shall be mandatory and required to be kept with the successful bidder for the period specified by BFSL. The tele-caller mix w.r.t **experienced and freshers shall be 40%:60%** and experienced tele-callers shall be required to have **minimum 6 month work-experience in the collections domain and preferably in the cards collections domain.**

- **Inbound call capability** to service end to end incoming calls shall also be provided by the Successful Bidder.
- The successful bidder shall ensure smart prioritization of accounts to be called on, and also provide & have intelligent portfolio segmentation to ensure optimal intensity & focus on higher risk accounts versus lower risk accounts. The underlying focus and intent of the successful bidder shall be at **Speed to Collect at the Lowest Cost and Collect More.**
- **Skip Tracing** – Accessing and utilizing various industry-acceptable practices and customer databases to trace out Company's customers who have shifted addresses and/or changed their telephone numbers and are not contactable. The successful bidder shall be required to provide a separate team of specialist skip-tracers who shall leverage industry acceptable customer databases to trace out the latest accurate contact details (home/office address and/or mobile/landline phone numbers) of skip customers. Once successfully traced – the skip tracing team shall refer the case to the tele-calling team for successful negotiation w.r.t outstanding payments.

**4.2. Scope of work also covers following four areas, detailed subsequently:**

- I. Specialized Intervention across different buckets allocated
- II. Audit trail, performance management reports and reconciliation
- III. Miscellaneous related activities

#### 4.2.1 Specialized Intervention across different buckets allocated

- **Bucket 0 (Pre & Post Due Date calling)** - SMS , email & IVR -blasters for payment/due date reminder; dialer based Soft calling to remind customers to make payments as well as educating customers on importance of due dates and confidently handling and responding to all customer queries; sms & email blaster for Inbound calls as well; supplemented by cheque pick-up referrals; skip tracing
- **Bucket 1 (1- 30 DPD) & Bucket 2 (31-60 dpd)** - auto-generated dunning letters/SMS/Email/IVR Calling-blasters for payment reminders; predictive & preview dialer based tele-calling to negotiate successfully for payments (with focus on achieving optimal churn/penetration ratio on a daily basis) and supplemented by Cheque pickups referrals; email blasters and SMS blasters for Inbound as well. Successful bidder to ensure optimal & smart mix of predictive& preview based dialing to achieve maximum resolution & target achievement.
- Prior express & unambiguous approval from the Company of any communication (including standardized drafts) issued on behalf of the Company must be in place. All communication drafts to be approved expressly by the Company beforehand for the successful bidder to implement/execute them.
- Proactive utilization of skip tracing across all assigned buckets on non-contactable customers Smart portfolio cuts (portfolio segmentation) to be done by the successful bidder to prioritize on high risk accounts and ensure optimal intensity of follow-ups on accounts basis probability of payment coming in the month
- Timely payment pick-ups to be referred to BFSL
- Tele-callers start working on their allocation, making calls to the customers from the allocations. They will be assigned monthly resolution targets by the Company and it shall be the duty & responsibility of the successful bidder to meet those resolution targets across the buckets assigned.
- The Bidder will provide dedicated telephone lines for making outbound calls and to receive inbound calls - For this, it needs to have state-of-the-art auto-dialers and inbound call distribution systems. This process should be captured on the system and it is MANDATORY for each action including calls not accepted by the customer and calls dropped to be recorded. The tele-callers will have codes for each action which they will input into the system (PTP, Broken PTP, call back, Customer not picking, declined call etc.). The Bidder will deploy technical capability to record 100% of calls done to customers or received from customers on these lines. Screen recording will be done for 20% of the cases and the same process should be followed.
- Outbound calls to be done from Monday to Saturday between 7:00 hrs to 19.00 hrs only (or as per existing RBI/TRAI guidelines as may be notified from time to time).
- Customer's request to avoid calls at a particular time or at a particular place would be honored as far as possible
- Inappropriate occasions such as bereavement in the family or such other calamitous occasions will be avoided for making calls/visits to collect dues
- Customer will be intimated that the conversation is being recorded
- Tele-callers will be polite, professional and courteous during collection calls
- No threats, abuse, coercion, intimidation to influence customers to make payments is encouraged, allowed or permitted. Any reported violation will lead to immediate termination of the Agent. Repeated violation will be treated as a breach of contract and shall be a ground for termination of the contract.
- No misleading statements by the tele-calling agents to the customers to try & influence payments from the customers is allowed or permitted

- No written communication in any format to be undertaken by the successful bidder with any customer without prior express written consent of BFSL
- Post convincing the customer, preferably cheque-pick up referrals to be done to BFSL mandated Cheque pick-up agency. The successful bidder shall refer the daily Cheque pick-up list to BFSL and not liase/deal directly with the Cheque pick-up vendor unless expressly authorized to do so by BFSL. A detailed process note on this activity shall be shared at a later date.
- Alternately, customers are to be encouraged to make payments in the branches, net banking etc. Tele-calling agents to make sustained and consistent efforts at educating & informing customers of all possible modes of payment and preferably for adopting digital payments options including but not limited to the InstaPay link available on the BFSL website. Targets to be given to tele-callers on payments coming through digital modes. In any case, each payment promise to be recorded and an automatic re-call to be scheduled to remind the customer of the date the payment is to be made. The same process will be repeated on the PTP date.
- Authority to settle an account with a customer – No settlements are offered to customers in buckets 0 & 1. In bucket 2 the settlements are extremely rare and largely in exceptional circumstances (death, dispute, bankrupt etc). For higher buckets (3 & above) – settlements are again largely driven by customer's inability to make monthly payments and regular defaults. Any settlement to be initiated for a bucket 2 or above customer will need to be referred to the central BFSL team (in Mumbai) via email through the vendor's official email id with the full case history and the reason for customer wanting to enter into a settlement. As far as possible it shall also be supported by relevant documents (for example customer's bank statement, hospital bills (if any), employment termination letter (if any) etc.). No amount shall be communicated in any form (verbal or written) by the successful vendor to any cardholder. It shall refer the case to BFSL which then will communicate the possible settlement amount & tenor on email in response to the email from the successful vendor. BFSL while deciding the settlement amount shall be guided by its internal DAP policy which provides for hierarchy based settlement amounts. On conclusion of a successful negotiation with the cardholder on the settlement amount – the settlement letter shall be emailed by BFSL only to the registered email id of the cardholder wherein the settlement letter format & content is standardized.

#### **4.2.2 Audit trail, performance management reports and reconciliation**

##### **A. Audit trail**

- The calls are to be recorded automatically in standard voice format, each call to have a unique identification tag while storing.
- The call records should be identifiable basis "Number Called To" or "Number Called From". Additional information like, time of call and date of call should be available with each call record.
- Record of calls to be stored in hard drive and retained for a period of 12 months from the date of generation of each record. After 12 months the recorded hard drive need to be handed over to the Company. Call Records to be stored in a secured environment with appropriate security controls as mutually agreed with the Company.
- The access to call records should be limited to authorized individual(s).
- The system of Recording of Calls should be checked on periodic basis to ensure that calls are being recorded; a log to demonstrate that Call Recording System was checked must be maintained.
- If any failure in Call Recording mechanism is detected, it must be documented with reason and notified to the Company in writing within 24 hrs.
- There should be alternate arrangement put in place to record calls or calling should be suspended till such time that system is not working.
- The call recordings have to be handed over to BFSL, as and when requested.

- All the calls need to be monitored continuously for quality and consistency purposes.
- On a weekly basis the Quality Supervisor/TL, is responsible to monitor up to 6 calls per agent. Escalation of calls also needs to be monitored and documented in case of customer issue.
- All customer issues need to be noted on system and to be escalated to the designated officer of the Company.
- The evidence of such call monitoring to be maintained by the successful Bidder for record purposes.
- The feedback and coaching sessions should also be provided to the tele-callers
- Regular training to be provided wherein gaps are identified in the behaviour.
- Successful Bidder is required to maintain audit trail of all customer interactions which includes:
  - Tech Enablement to capture audit trail and improve performance reporting on
  - Capturing detailed interaction history and audit trail on system for all actions taken including Promise to Pay, phone call made and outcome, including no response
  - All data on actions taken to be made available to BFSL
  - MIS should be shared with BFSL on a daily basis

## **B. Performance Management**

- Mutually agreed periodic performance reports/score cards (at agent, bucket, portfolio segments level) encompassing all aspects of the portfolio management should be completed by the successful bidder and handed over to BFSL on a daily, weekly, fortnightly, monthly or any other specified period. The format of the report will be mutually agreed upon. These reports to be accurate, detailed and timely with minimal manual intervention.
- The Bidder's MIS personnel collate this feedback received and circulate the same internally and to BFSL every day.
- The Company will verify the performance data against the MIS reports.
- Employee performance incentive structure, if any should be approved by BFSL.

## **C. MIS Requirements**

Bidder would be required to submit MIS including but not limited to the below at the frequency agreed with the client and not limited to

- All Key Performance Indicators (KPI) tracking reports (KPIs like ASA,AHT, Utilization etc.)
- Hourly Agent productivity reports
- Daily Portfolio Resolution reports (including split between normalization, roll backs, stabilization etc)
- Dialer reports
- IVR reports
- Repeat call analysis
- Overview snapshot
- Daily, weekly, monthly performance dashboard for activities performed.
- Attendance & roster tracking
- Downtime reports by the hour/day
- PTP to RPC ratio
- KP Ratio
- Penetration ratio
- Contacts to Calls
- RPC's to Contacts

- Agent performance dashboards
- Referral for pick ups per day vs successfully completed per day
- Cheque pick-up date vs cheque deposit date tracker (daily, weekly, monthly etc.)
- Resolution Rates
- Quality of Collections (split between stabilized cases versus roll-backs versus normalized cases)

PS : This is an indicative list only & not exhaustive

**D. Training Module/Delivery:** The successful Bidder must impart training as per content and methodology prescribed by BFSL covering below mentioned areas:

- Product
- Process
- Quality
- Regulatory awareness
- Certification: Agents must be certified before being deployed.
- Ongoing Training: Agents must go through refreshers based on Call monitoring feedback, product & process related updates

The successful Bidder, in consultation with the BFSL, shall provide training to all the 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

- Proposed Service centre processes
- The products and services of the BFSL,
- The behavioral and cultural expectations of BFSL from a professional Service centre agent
- The Information security and their relevance and importance to the customers
- Knowledge of Credit Cards, operational procedures, KYC norms & Regulatory awareness etc.
- The art of negotiation – training them on the art of negotiation w.r.t. collection challenges & others.
- Knowledge-sharing of latest best practices in the collections industry
- Fortnightly Sessions with Call Quality Manager for an agent wherein feedback given on poor calls and other quality assurance procedures discussed & shared

First time training shall introduce the Service centre resources on systems, procedures and processes in an elaborate manner. However, since the BFSL will keep modifying its products and services, introducing new products and campaigns, changing its interest rates, etc., the Bidder will put a training system in place to ensure continuous updating of knowledge, processes and skills.

The actual requirement of training may be assessed while implementing the Service centre and will be decided mutually by BFSL and Bidder. BFSL in coordination with Bidder will also organize a Train the Trainer program to train the trainers of the Bidder on BFSL's products and services, processes, etc.

The training infrastructure will be made available in the premises. At least one class room training facility with necessary accessories like whiteboard, projector, furniture, etc., will be provided. The Bidder will bring in necessary faculty support for the training on Service centre processes. However, BFSL will support training efforts by providing its faculty on operations and processes from time to time.

#### **E. Critical to Quality (CTQs):**

- **Productivity:** Productive Time on system (Dialer) (TOS), Call abandoned rate, AHT(Average Handling Time), Penetration/Churn ratio, PTP to RPC, KPROM to PTP, Agent downtime (unscheduled), ACR etc.
- **Compliance:** Measured against laid down internal & regulatory compliance parameters
- **Performance : Resolution % Done:** Measured against monthly targets. Also adherence to daily, weekly, mid-month targets as well.
- **Call Quality** – pre-defined number of call quality reports per agent per month
- **Skip-Tracing Ratio** : Number of accounts traced/Number of accounts allocated for skip tracing for each of the delinquent buckets
- **Quality Of collections:** Split of resolution by normalization, roll-backs and stabilization; Also adherence to daily run rates.
- **Inputting data:** All associates, irrespective of level need to record the action taken, allocation done or response by the customer. This needs to be input in the system at the earliest possible time.

The metrics on key quality parameters will be defined, in line with portfolio requirement, at the beginning of the project.

#### **F. Key Performance Indicators (KPIs)**

Examples of Key Process Performance Indicators (KPIs) at bucket levels are shown in the list below.

Process Level KPIs include but not limited to the below

- Penetration/Churn Ratio:
- Contact Rate
- PTP to RPC's
- KPROM Rate
- Resolution rates
- % Normalized
- Daily Done v/s DRR

#### **G. Audit and Evaluation:**

The Bidder IT infrastructure would have to undergo the following Review/Audit at defined frequencies or as required by BFSL

- Sourcing Review
- Information security
- Company/Bank/Third party audits
- RBI audit
- Internal / Concurrent Audits / Reviews

#### **H. Other key areas**

- Agency needs to develop systems to prevent any frauds internally or externally. They should ensure that all the employees must adhere to BFSL practices with regards to fraud management
- **Skip Tracing:** The agency should help in the process of improving customer's contact-ability/whereabouts. For this, the agency should use external databases and other medium through three FTEs using internet (including social media), telephone and other means. The commercial bid to include the pricing for 4 dedicated persons for skip tracing.

- The Bidder should also be able to support BFSL with sending bulk email communication to the customers, CIBIL updates & other related services as required by BFSL.

#### **4.3 Key Operational Processes**

The successful Bidder would be required to adhere to following processes:

##### **A. Receive allocations**

Allocation will be sent (in excel) cycle-wise via SFTP or any other secure mode

- Allocations should only be done on the system and will be real time. Any allocation(s) need to be captured by the system and should be tamper-proof by the collections partner. The allocations will be done based on bucket and collection manager strategy for an account.
- Any accounts which do not follow the allocations logic need to be monitored and exception reporting needs to be done for these cases by the successful bidder to the Company in real time.

##### **B. Data allocations**

Once allocation starts coming in, the successful Bidder personnel allocates data to their Telecallers in their own CRM deployed for this activity. The CRM should include functionalities of agent notes updation, disposition codes etc amongst others. The responsibility of integrating, which is excel based allocation provided by BFSL with the CRM shall be of the successful bidder.

Daily payment file will be shared with successful bidder, who in turn will update allocation/ calling list accordingly. Tele caller action will be based on accordingly.

##### **C. Post Due Date Additions**

- Tele-calling team will call on the account and generate pickups or ensure customer makes payment online or visit's the nearest BoB branch to make payments.
- Post multiple rounds of calling the entire allocation will be segregated on the basis of, 'Contact' and 'No Contact'
- The first three round of calling should be completed within 2-3 days of cycle allocation. In case allocations finish early, cases to be reallocated at any point in the cycle.
- Post calling, the no contact (NC) cases need to be referred to the successful bidder's skip-tracing team for them to trace & update the latest accurate contact details and to refer back cases to the tele-calling team to call out & negotiate for payments. Typically cases which are consistently disposed of as "No Contact" for 7 successive days and with outstanding greater than a pre-defined threshold amount need to be referred to the Skip Tracing team. The successful bidder however is at liberty to refer cases even earlier than the period mentioned in the preceding part.
- For evasive customers sms-blasters as well as email blasters to be sent with a link to display the relevant inbound numbers which is to follow the same process as outbound. A dedicated inbound team comprising of three agents to be responsible for taking all inbound calls. Depending on volumes the team-size may be required to be scaled up. All actions taken to be downloadable to the Company.
- , An email reminder is also to be sent to the customer on the PTP date with details of how to pay and amount to be paid in multiple languages.
- The Successful Bidder will use the SMS gateway provided by the Company.
- All customer actions and tele-calling actions to be captured on system and provided to Company on real time.

#### D. Professional Representations and Conduct

- The Successful Bidder shall, at all times, comply with all laws and regulations governing the conduct of agents
- The Code of Conduct should be put up prominently and should be easily visible to all agents on the calling floor. Each agent workstation should also have a code of conduct available
- No methods or tactics used by the Agent will be inconsistent with or repugnant to the Company policies nor should it bring discredit to the reputation of the BFSL and should there be any doubt as to whether any method or tactic might contravene this sub-clause, the Successful Bidder shall consult the Company before employing such method or tactic and shall abide by any decision of the Company with respect thereto.
- No bad behavior or unparliamentarily language to be used with Customers. There will be a strict Code of Conduct which Agents will have to adhere to. There should be a clear termination policy for repeat offenders.
- The agents ideally should be given training to act as counselors to customers and behavior trainings need to be carried out regularly.

#### E. Locations

##### Tele calling locations

- Tele calling location will be based out of Mumbai (including agents proficient in vernacular languages like tamil, telgu, kannada, malyalam, Bengali etc. ).
- Based on additional requirement or changed business landscape or for any other reason , Company reserves the right to seek additional locations.
- The successful bidder needs to plan for BCP.

#### F. Other key considerations

##### 1. Team skill set

Roles	Responsibilities
Associate	Managing Outbound/Inbound collection Calls
	Closing calls with Promise to Pay and Pick ups
	Minimizing the Roll forward rate on the assigned portfolio
	Relationship building with existing customers
	Language – Multilingual (English, Hindi, Marathi, Gujarati, South Indian languages–Kannada, Tamil, Telegu Malayalam etc.)
	<ul style="list-style-type: none"><li>• Qualification: Graduate preferred however not mandated. Graduate 25%</li><li>• Others 75%</li><li>• Min 6 months experience in Card collections :40%</li><li>• Language - Min eligibility 2 (of which one to be at least Hindi or English)</li><li>• Basic negotiation skills and attention to detail.</li></ul>
	Should have been accredited by authorised agency (IIBF etc.)
	Follow the Code of Conduct prescribed by BFSL



	Follow the process and procedures laid down by BFSL
	Achieve set target in line with client SLAs
	Offer basic product training to the team and monitor performance
<b>Team Lead</b>	Effectively manage tele-calling agents under him – daily agent performance reviews, motivating and supervising team with hands-on support to ensure target achievement, building & conceptualizing mis's, ensuring DRR adherence, keeping attrition at minimum, providing intelligent portfolio cuts/segments for smart prioritization of accounts etc.
	conversion to ensure resolutions as per target amongst his other deliverables
	Graduate - Min 2 years of experience in team leading roles in collections Call Center experience (preferably in cards collections) Good negotiation skills and attention to detail. Should have previous experience of managing a team size of minimum 15 people Should have good functional understanding of dialers and possess clear insights on optimizing dialer efficiency
	Follow the Code of Conduct prescribed by the Bank

Other support staff:

- Quality executive : 1: 25 associates
- Training executive: 1: 50 associates
- MIS : 1:50 associates
- TL : 1:20 associates
- Manager : 1:50 associates

#### 4.4 DRA Certification

The cost for DRA certification to be borne by the Bidder for tele-callers.  
The same should be factored in the commercial bid.

#### 5.1 Predicative Dialer Requirements

The Bidder should have both a Predicative & Preview Dialer capability for outbound calls from 2 service providers. The Bidder can choose its own dialer and but should ensure COB (continuity of business) based on fall back and downtime, for both inbound and outbound calling.

#### 5.2 Call Center Technology & Infrastructure Connectivity

Minimum configuration:

- Windows 8 Professional – 32 bit
- RAM: 4 GB
- Processor: Intel Pentium 4 3.0 GHz or equivalent
- Internet Explorer 8.0
- Integration with FOS handheld

- App for inputting data by FOS

Daily data transfer (Delinquent data from BFSL and dialer disposition from partner etc.)

There should be leased line connectivity to BFSL, which BFSL will provide. There should be system to be run for allocation and for inputting customer feedback within the Bidder backend. This should be secure and a UAT for the same should be available.

The infrastructure refers to the physical facilities such as furniture, hardware, software, telecom infrastructure and arrangement for connectivity to BFSL's data sources / CRM portal for smooth operations. The area allotted to the Company will be enclosed with Security and will be used for the purposes of the Company only and not co-shared with any other client. All bidder staff will need to have access cards for access along with time in/time out recordings and associated reporting.

Bidder will put in place the following infrastructural facilities at Service center

**Premises & Furniture:**

- Exclusive enclosed area with security access for BFSL Tele calling team only.
- Required floor space
- Locker facility for the employees
- Lighting
- Air-conditioning
- Security systems - Access control system, CCTV with camera, provision of security guards, smoke detectors, fire detectors and other general security alert systems, etc.,
- Basic amenities e.g. water facilities / cloak room / wash room
- Floor space for canteen. However, running / maintenance of canteen, canteen contractors, etc., would be the responsibility of the Bidder.
- Training rooms with furniture, projector and screen o  
Power connection with power back up and UPS
- Standard fire-fighting systems
- Workstations, cubicles, chairs, etc., constructed / provided to suit a typical Service centre
- Managers' cabins and workspaces for functionaries - Management Team, HR, trainers,
- Conference / meeting rooms with facilities.
- Space for BFSL's team

**Hardware, software, telecom facilities:**

- CTI Server, CTI Solution including ACD, Dialler, voice logger, disaster recovery solutions, etc.
- Personal computers (without USB and other copying devices)
- headphones
- Cabling – data, power and voice
- Integration of BFSL's IVR with BFSL's CRM through a standard CTI solution for popping up customer dashboard.
- Standard security system / network security solutions and firewalls

- GSM PRI connections
- Authorized internet connections
- Automatic call-recording of all calls with data back-up as per period threshold defined by BFSL

**Please note that the Bidder needs to provide:**

- Transportation facilities to all staff supporting Company's processes
- Management, HR, Training, etc. for running of the on-going operations
- Bidder will bring in any other infrastructural facilities that it feels necessary to deliver the required level of performance. In case the Bidder wants to host any application, for better management of service centre, the same may be allowed by the Company as per the it's IT security policy.

### **5.3 Security Guidelines**

- Dedicated operation area should be defined for BFSL services running out of the Bidder site.
- V-LAN should be completely separate from rest of the network. Only our campaign should run from that segregated network,
- All workstations on the network would be dumb terminals. They would have no floppy drives, no CD ROM drives.
- USB Storage ports would need to be disabled on the computers.
- Internet will be given only to the skip trace agents.
- Firewall need to be installed to protect network from intrusions from the Internet.
- No Modem of any kind to be allowed in the network.
- No laptops of any kind to be connected on network, unless approved by BFSL authorized personnel.
- Virtual infrastructure should be dedicated to BFSL. Logical partitioning at Firewall.
- All windows servers/desktops should have real-time antivirus protection enabled and Anti-Virus should be updated daily. Also the report for the antivirus updation to be shared with information security and mark cc to Respective business FPRs. All Security software for end user will installed at Central Server which include – AV, EDR , Antimalware, DLP etc
- BFSL applications and data on servers should be separated from other customers with firewall.
- Separate Server for BFSL should be provisioned. BFSL data should not be shared across common servers.
- Process should be in place to keep server configuration current, including updates with latest service pack, patches and security hot-fixes.
- All servers should be configured and hardened as per BFSL standards.
- Vulnerability scan should be performed on all new servers and gap fixed prior to put in the network.
- No Person working on BFSL Data would be allowed to take anything outside the Bidder shop.
- Proper checking of Agents needs to be undertaken when he/she enters the site and when he/she leaves the site for any kind of paper, device such as CD ROM, Hard disk, Floppy etc.
- No person in the shop will be allowed to connect to the Internet by modem, router or by any way.
- No workstation would be allowed to take print out unless approved by BFSL FTE on the site.
- Parallel ports on the all the workstations would need to be disabled.
- No data will be stored in papers; if any paper is not required it should be destroyed by shredding. The Bidder must provision for a shredder to destroy confidential printouts.

- BFSL will reserve the rights to audit the premises at any time they feel right. The Bidder would not have any concern about the audit and will Grant full access to the auditor (Bank/BFSL or Third Party) to conduct the audit as per the BFSL requirements. It is not mandatory to disclose the date and time of the audit of the premises.
- Data purging has to be in line with BFSL policies/guidelines issued to partner on time to time basis
- Hard drives used for data transfer should be destroyed Post data upload. The Bidder will destroy/format the hard drive in front of BFSL representative and send a confirmation to respective business FPRs.
- All data transfer between the Bidder and BFSL should be in encrypted format with 128 / 256 bit encryption.
- No data should be stored on telecaller's workstation. All data should be stored on servers.
- Only supervisor should have necessary access to the data. Lower level staff will have access to data only on need to know basis.
- Agents must submit their hand bags/mobile phone/PDA's to the Team leader before they login to the systems.
- Agents should not be allowed to take any notebook/papers outside the office premises (no paper work).
- Fire Detection and Prevention measures should be in place.
- Air-conditioning system should be installed for Data Centre area.
- Identification badges should be provided to employees, visitors, contractors and third party personnel entering the premises.
- Register should be maintained for entry and exit of visitors, contractors and third party personnel.
- All changes on the network/system would go through the change management process which will have to be approved by BFSL Information Security officer.
- The Bidder needs to comply with BFSL data classification standards. The entire data/information is classified as Confidential.
- The Bidder must have provision for the CCTV recording for all entry/exit points and all workstations
- Also all recording backups must be kept preserved for at least 12 months. Out of this, at least one month data to be kept online. After this should be handed over to BFSL.
- No Password will be shared between Employees of the Bidder. Individual employees will own individual id & password.
- Agents shall not be allowed to send mails to external domains like Gmail, Yahoo, etc.
- Agents shall not be allowed to copy and paste to local system.
- It is preferable that the Bidder shall implement ISMS in accordance with ISO 27001.
- The access to call & screen records should be limited to authorized individual(s).
- Generic IDs shall not be used to access BFSL data. Periodic user IDs and access review shall be performed for all system components.
- Audit trails for all the activities performed on agent have to be generated and maintained as per BFSL policy
- Agents shall not have excess privileges (administrator) rights in the application /systems accessed by them.
- Bidder to implement COB requirements to ensure 24/7/365 uptime with possibility to retrieve information in case of any issue.
- Third party VAPT will be commenced before going in production.
- Service Provider Must Ensure that all the International Data Standards Best Practices are followed

- Ensure RBI Guidelines ,ISO 27001 Guidelines & BFSL Security Guidelines are adhered by Service Provider
- Service Provider should be PCI DSS complaint
- Service Provider must ensure VAPT/Infra Audit/ System Audit is performed on every 6 month basis. Original reports and cleaned reports as applicable should be shared with BFSL.
- Right to audit for outsourced services should be available by BFSL and RBI.
- Adequate internal IT Security controls and sharing of the reports / compliance status
- Data Leakage protection & compensation / indemnity to the organization in case of data leakage
- Service Provider should Intimate within 48 hours in case of data leakage or any security threats.
- No Data can be shared by Service Provider to anyone outside of BFSL without explicit BFSL approval.
- Data Purging and Data Archive required shared by BFSL must be 100% complied by Service Provider
- Service Provider should use only Licenses Softwares and Products for doing any processing work for BFSL
- Service Provider must upgrade all licenses softwares in use are Upto Date and upgraded at least 6 months prior to End of Life of Product.
- P2P link will be provided by BFSL to their datacenter.

## **6.0 Service Level Requirements**

Operating days and hours: 365 days except national and mandatory holidays; Calling Hours – as specified under TRAI guidelines and to be solely decided by the Company . Weekend hours to be left to the extant policy of the bidder as long as the minimum workload of banks are met.

Escalation procedures: All process related escalations will be notified to the Company along with Bidder's internal process. The escalation matrix will be finalized after 90 days from the date of going live.

## **7.0 Regulatory & Compliance**

The Bidder's location should be registered as OSP with DOT. The copy to be attached while submitting the response.

## **8.0 Project Timelines**

The Bidder should start operations with first 20 tele-callers within 35 days and balance 20 callers and plus 1 skip-tracers within 35 days of signing the Agreement. All other staff to support the tele-callers should be available proportionally with each batch being ready. Non adherence to this schedule will be taken as breach of contract.

The entire scope of work/proposed requirement/services or obligations required to be performed by the Bidder in terms of this RFP shall be hereinafter be referred to as **"Project"/"Solution"/"Services"** and such terms may be used interchangeably, however shall have the same meaning as ascribed herein.

The Bidder should ensure that all systemic changes or new requirements necessitated out of Government / other regulatory guidelines or other Company requirements as per the RFP are made available from day one of the *Outsourcing of Tele calling for Collections, skip tracing and other non-voice processes* going live. Any new government/ regulatory requirements that impact the provided *Outsourcing of Tele calling for Collections, skip tracing and other non-voice processes* to the Company need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the Company at no additional cost during the period of the contract.

## **9.0 Other Key Points**

### **9.1 Service Centre Infrastructure**

Details as mentioned above in point# 5.2 Call Center Technology & Infrastructure Connectivity

### **9.2. People**

Company proposes to adopt a hybrid model in which the Bidder will use their staff members for all Service center operations.

The Bidder will employ necessary agents, team leaders, managers, etc. for managing the Service center. HR management shall be the responsibility of the Bidder. The Bidder may use their systems / software such as performance management systems, HR systems, etc., for operating the Service center.

### **9.3. BFSL's staff members in managerial positions**

Company requires the Bidder to deploy all the manpower resources required for running the Service centre. However, Company may depute its employees in managerial positions (functional heads, floor managers, quality managers, etc) either full time or part time, who will possess the similar authority / powers as given to the resources of Bidder. Further, Company will also depute exclusive resources for handling financial transactions and for escalations, wherever necessary.

### **9.4. Service Centre Timings and holiday.**

Defined in scope of work.

### **9.5. Languages**

The tele0-calling agents will initially use two languages – English & Hindi. The Agent allocation among languages will be decided based on call history and experience. BFSL reserves the right to seek extension of services for selected regional languages in future.

### **9.6. Seat capacity & scalability**

Presently, Company proposes to establish a Service Centre with 40 seats (-----) to start with. The premises will have capacity for quick scalability depending on business need. The Bidder should be in a position to scale up their operations, at the request of the BFSL.

### 9.7. Service Requirements

Scope of services required is described hereunder.

- Bidder will provide adequate number of agents, team leaders, supervisors and managers for complete operationalizing and running of Service Centre.
- Overall management of the Service centre: The Bidder will manage the Service centre, under a SLA agreement as per Clause 19 in this document. The scope includes overall management of Service centre and man power management. The critical deliverable for the bidder shall be meeting the Company assigned resolution rate targets every month across the various buckets assigned
- The Bidder will submit various reports as defined in RFP document, on the operations of the Service centre in compliance to SLA agreement as discussed in this RFP document.

The Service centre will have to be made live by the Bidder within the specific time period specified in this document.

### 9.8. Number of Agents:

The Bidder shall deploy and dedicate sufficient number of Service centre Agents, Team leaders, managers, etc., to provide the services uninterruptedly throughout the decided duration in a day, as per the minimum SLA Parameters, indicated in this document.

The hierarchy, i.e., Agent < Team Leader < Manager, will be decided by the Bidder in conjunction with Company, which will ensure meeting of SLA requirements. However, the following are the indicative guidelines.

- Manpower for all shifts – Bidder may decide number of shifts of any time duration only after discussion and express approval of the Company - and ensuring availability of manpower (agents, team leaders and managers) throughout the time duration.
- Buffer Agents: Bidder will also have sufficient additional agents for managing absence of agents from their seat due to leave, sick, recess, interval, training, etc. This is important to ensure no deviation or slippages in CTQ's and SLA's.

#### Staff Ratios

##### ALL FUNCTIONS

TL: Agents	1:20
Manager: Agents	1:50
QA: Agents	1:20
Trainers: Agents	1:50

- Keeping the above parameters in view, the Bidder will employ / deploy appropriate number of agents, team leaders and managers in order to ensure that the SLA parameter are achieved.

These are only indicative requirements. The Bidder may decide an appropriate ratio in conjunction with Company and ensure meeting of SLA criteria.

### 9.9. Manpower Profile:

It is expected that the Bidder may adhere to the following indicative criteria for recruiting / deploying their employees. Resources to be engaged / employed by Bidder in the Service centre cannot be construed as employee of Company and cannot claim any benefit thereof.

The following are the indicative requirements for Agents:

<b>Collections</b>	
Min 12 class pass	
Graduate	25%
Others	75%
Min 6 months experience in cards collections	40%
Language - Min eligibility	2

Agents' communication skills – multi-linguist, soft and polite voice, fluency in minimum 2 languages (of which English or Hindi to be one of the two languages), , un-argumentative , empathetic, has ability to steer conversation with customers, probing and shows presence of mind.

Agents with prior experience in cards collections would be preferred. Agents having exposure in PL collections, mobile bills collections would also be considered favorably for employment.

Background / referrals for all selected resources to be checked by the Bidder, which will include mandatory Employee Verification.

The profile of other functionaries (team leaders, managers and supervisors) shall be as per industry best practices. BFSL will also be part of final selection panel in the recruitment process. BFSL reserves the right to recommend the ex-employees of the BFSL for any of the positions in the proposed Service centre.

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

### 10. Licenses

- The Company will not be responsible or liable for any infringements or unauthorized use of the licensed products by the Successful Bidder in performance of any activity/obligations undertaken by the Successful Bidder in terms of this RFP. In the event of any claims against the Company for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the Successful Bidder.



- Further if the Successful Bidder has missed out providing any required licenses to the Company, then the Company will not bear any additional amount for procurement of such licenses at a later date.

## **11. Customization**

1. The Selected Bidder has to carry out all the customization without any additional cost to the Company.
2. The Bidder needs to provide all statutory and regulatory reports as required by the regulatory institutions. The Company will not pay any additional customization costs either for gaps observed and/or gaps observed for statutory or regulatory reports as required by the Company.
3. The Bidder will have to provide all the MIS reports as per the requirements of the Company.

## **12. Staff Retention Program:**

The Bidder will put in place systems to ensure that the resources are not changed frequently for internal reasons and attrition is kept at a minimum to ensure no disruption to business performance. The Bidder will ensure that the given seat capacity is fully resourced and will ensure achievement of SLA parameters. Maximum 5% attrition of callers in any given month.

## **13. Assessment & Remedial Action:**

The Bidder will put in place evaluation systems to continuously evaluate the performance of its resources.

A “Quality Score” may be generated for all the Agents, team leaders, supervisors and managers. The parameters for “Quality Score” will include time duration for various functions e.g. Number of calls handled, average call handling time, calls abandoned, promises to right party contacts, agent downtime, kept promises ratio, resolution rates. .

BFSL and Bidder will jointly decide on the benchmarks for Quality Score and the Bidder will agree to maintain only those Agents / Team Leaders who qualify the “Quality Score” criteria as decided above.

## **14. Quality Management:**

The Bidder will deploy exclusive quality management team who will continuously audit the systems and procedures of operations and management of the Service centre. This team will also suggest systems to improve the ratings against SLA parameters. The Bidder 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 authorised resources will inspect / audit the Service centre facility any time with or without notice to the Bidder.
- BFSL’s authorised resources will inspect the procedures, reviews of Agents, etc., based on “Quality Score” discussed in this document

- BFSL will conduct any ghost calling / Barging in process, onsite & offsite, to ensure service quality management.

Fortnightly sessions for each agent with the call quality manager wherein feedback shared on improving call quality including playback of calls to highlight gaps & suggested remedial action.

#### **15. Industrial relations and discipline:**

The Successful Bidder 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 Service centre employees and management, nor can BFSL be drawn in any circumstances in such industrial disputes. The employees of the Bidder will never be considered as employees (fulltime or part-time or contractual) of the BFSL in any circumstances. The employees of the Bidder will never claim any right to employment in the BFSL irrespective of their status of employment with Bidder. When BFSL decides to discontinue the services of Bidder, the employees of Bidder will have no legal right to enter into the premises of BFSL's Service centre.

#### **16. Remuneration to employees of Successful Bidder:**

BFSL will have NO obligation to pay any remuneration, reimbursements or incentives to employees or members of the Bidder. All the payments due to them shall be paid only by the Bidder.

Further, basic amenities / facilities like provision of water, toilets, etc. will be made available by the Bidder for use by all its employees at no costs to the Company. This does not lead to payment of any remuneration by the Company to the Bidder.

#### **17. Insurance Coverage:**

Bidder shall procure 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 Successful Bidder are on duty.

#### **18. Compliance to labour laws:**

The Successful Bidder shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and 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 it from time to time, including records and returns as applicable under labour legislations.

#### **19. Service Levels**

##### **Parameters for Service Level Agreements & compliance**

The Bidder will ensure meeting of following SLA parameters and will enter into an agreement with BFSL on SLA parameters indicated below. SLA performance compliance will have to be achieved separately by each centre.

BFSL reserves the right to amend the SLA's at its sole discretion..

### ***Service Level Parameters – Collections***

<b><u>No</u></b>	<b><u>Performance Metric</u></b>	<b><u>Measure Unit</u></b>	<b><u>Measurement frequency</u></b>	<b><u>Reporting frequency</u></b>	<b><u>Service level</u></b>	<b><u>Unstable Stage Level</u></b>	<b><u>SLA Type</u></b>
0 1							
0 2	Telecom sub system Availability	% of time in a month the proposed system was up and running	Daily	Weekly	>=99.5 %	99 % and below	Service Availability
0 3	Penetration/Churn Ratio	The number of times an entire allocation for a bucket uploaded on the dialer gets called in a day on the dialer in a day	Daily	Daily	Bucket 0 - at least 1, Bucket 1 - at least 2, Bucket 2 - at least 3,	Bucket 0 – Less Than 1; Bucket 1 – Less than 2; Bucket 3 Less than 2	Service Quality
0 4	Abandoned Call Rate	(%) Percentage of all incoming calls abandoned in agent queue	Daily	Daily	5% %	>5%	Service Quality
5	PTP-to- RPC	% of promises generated to right party contacts	Daily	Daily	Bucket 0 - 75% ( on past due customers); Bucket 1 - 66%;;Bucket 2 - 50%,	Achievin g < 95% of Service level targets	Service Quality
6	Kept Promise Ratio	Number of Kept Promises/Number of PTP's	Daily	Daily	Bucket 0 - 85%; Bucket 1 - 75%;Bucket 2 - 66%;	Achievin g < 95% of Service level targets	Service Quality
7	Attrition rate	Number of Agents resigning in a month/Total Number of Agents	Monthly	Fortnightly	5%	>5%	Service Availability

8	Absenteeism	Number of Agents on Leave in a Day/Total Number of Agents	Daily	Daily	10%	>10%	Service Availability
9	ACR (Accounts to Collector ratio)	Number of Cases per Collector	Monthly	Monthly	Bucket 0 - 700; Bucket 1 - 500; Bucket 2 - 400;	Variance >5% to service level targets	Service Availability
10	Resolution %	The % of accounts resolved (value) in a particular delinquency bucket divided by total allocation of that bucket (value)	Monthly	Weekly	Bucket 0 - 90%; Bucket 1 - 83%; Bucket 2 - 74%;	Achieving <= 95% of service level targets	Service Quality

## 20.0 Other Requirements

This section covers the minimum requirements from each Bidder for management of the relationship

### 20.1. Governance and Management

The Bidder will comply with all applicable BFSL's policies, including but not limited to, the BFSL's Privacy Promise / 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 TRAI/IBA/RBI and/or any other relevant regulatory authority.

### 20.2. Information System - Report Requirement

BFSL shall install necessary software and will be available for the Bidder to use the same for generating reports on operation of Service centre.

### 20.3. MIS Reports:

As mentioned in Scope of work.

### 20.4. Project Go-Live & Scale-up:

As defined in clause 8.0-Project Timelines

### 20.5. Period of Service

BFSL proposes to enter into agreement with the Bidder for a period of Two years+1 year extension as per BFSL's sole discretion, subject to BFSL's right as per Clause 24.25. The Bidder should be in a position to provide the services uninterruptedly for at least three years and will

specifically agree on this term in response to this RFP. Only those Bidders who expressly agree on this parameter will be short-listed for further processing.

BFSL may consider extending the contract after completion of three years at its discretion and requirement. For this purpose, the quotation as per Annexure C-I indicating prices for 4th and 5th year of Service centre services, submitted by you while responding to this RFP, will be used as base line pricing terms for negotiation and finalization of pricing terms of contract for extended period. However, there is no binding on BFSL to necessarily extend the contract with the selected Bidder after three years.

In case, BFSL decides to terminate the relationship on any count during the interim period, BFSL may do so by giving a notice in writing for a period of 3 months to the Bidder to quit.

In case the Bidder decides to terminate the relationship with the BFSL, Bidder will give a minimum notice for a period of 6 months for the BFSL to take over.

## **20.6. No outsourcing by Bidder**

The Bidder Successful Bidder will undertake to provide the services required in this RFP to the BFSL and will not outsource or subcontract any or all of the services.

## **21.0 Eligibility Criteria**

### **21.1. Eligibility**

- Bidder must be a Public / Private Limited company registered in India under Companies Act, 1956 or Companies Act, 2013
- The Bidder's yearly gross revenues should be minimum of Rs.3 Crores per year during FY 2018-19, 2019-20, 2020-21.
- The Bidder must have registered itself with Department of Telecommunication (DoT) or any other agency authorized by DoT.
- The vendor should be currently rendering dialer based Tele calling to at least 1 Bank/ NBFC for a minimum period of 1 year
- If Bank/NBFC experience is unavailable then bidder has to provide 2 private sector companies experience of minimum period as 2 years.
- The Bidder should operate a professional Service centre/ Service facility, having a capacity of at least 100 FTE (Full Time Equivalent). The Service centre must have been operational for at least TWO years with minimum of 50 FTEs.

### **21.2. Submission of particulars**

Bidder willing to participate in this tender process will satisfy themselves on fulfilling all the above eligibility criteria. The Bidder will submit the details in support of fulfilling the above eligibility criteria as detailed in Annexure A1 & Annexure B1.

### **21.3. Rights reserved by the BFSL/Company**

The BFSL reserves the right to

- Use any other relevant criteria in addition to what is stated above.
- Seek clarifications from any Bidder regarding response information and it may do so without notification to any other Bidders.
- Reject any or all responses received in response to this RFP
- Modify / reduce the eligibility criteria and / or select the most responsive bidder (in case no bidder satisfied the eligibility criteria in totality)
- Share the information / clarifications provided in response to RFP by any bidder, with any other bidder(s) / others, in any form.
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- To negotiate any aspect of proposal with any Bidder and negotiate with more than one Bidder at a time
- Extend the time for submission of the tender

## **21.0 RFP Response Instructions**

### **21.1. Rules for responding to the RFP**

All responses received after the due date/time would be considered late and would be rejected.

### **21.2. Price**

- I. The Bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation
- II. The prices and other terms offered by the Bidder must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- III. The prices quoted by the Bidder shall be all inclusive, that is, inclusive of all taxes, duties; levies etc. except GST (wherever applicable) will be paid extra. Octroi /entry tax will be paid on actual on production of original receipt. There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- IV. In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ excise, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of Service tax, VAT and levies associated to Service Tax, VAT or any new taxes (other than excise, custom duties, other duties and associated government levies) introduced after the submission of Bidder's proposal shall be passed on or adjusted to the Company. Local entry tax and octroi will be paid on actuals based on receipt provided. If the Bidder makes any conditional or vague offers, without

conforming to these guidelines, the company will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes / octroi whichever is applicable, if any, will be paid by the Bank on production of relative invoices / payment receipts / documents. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies

- V. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than VAT or GST & entry tax or octroi and if the Company has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the company has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Company shall adjust the amount out of the payments due to the Bidder from the Company along with the interest calculated at commercial rate of 18% p.a
- VI. Terms of payment as indicated in the Purchase Contract that will be issued by the company on the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Company on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Company and that the Invoice would be governed by the terms contained in the Contract concluded between the Company and the Bidder".
- VII. The Company will consider the Total Cost of outsourced service over a Five year period

### 21.3. Price Comparisons

- a. The Bidder will be required to submit commercial bids as part of the bid submission. The Company will open commercial bids of technically qualified bidders in front of these bidders 'representatives after the technical evaluation is completed.
- b. Normalization of bids: The Company will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Company feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Company may at its discretion ask all the technically short-listed Bidders to resubmit the technical bids once again for scrutiny. The Company can repeat this normalization process at every stage of technical submission or till the Company is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Company during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- c. The Price offer shall be on a fixed price basis per seat/staff and linked to target achievement slab given below for reference.

Bucket 0	<u>% Target Achieved</u>	<u>Incentive/Penalty</u>
	>=110% of target	12%
	>=105% &<110% of target	7%
	>=100% &<105% of target	0%

	Meets 100% Target	0%
	>95% &<100% target	0%
	<=95% of Target but more than or equal to 89%	-7%
	<89% of target	-12%

Bucket 1 & 2	<u>% Target Achieved</u>	<u>Incentive/Penalty</u>
	>=115% of target	12%
	>=107% &<115% of target	7%
	>=100% &<107% of target	0%
	Meets 100% Target	0%
	>95% &<100% target	0%
	<=95% of Target but more than or equal to 89%	-7%
	<89% of target	-12%

These incentives /penalty would be based on resolution targets across buckets define in service level parameters and not on volumes or amount.

- d. . The rate quoted by the Bidder should necessarily include the following:
- The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of the RFP and subsequent contract.
  - The Bidder must provide and quote for the product and services as desired by the Company as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.
  - End of Sales/ End of support: The Bidder has to ensure that any application, related software supplied / put to use as part of this RFP should not have reached end of support. In the event if any equipment supplied / put to use by the Bidder reaches end of support, within the contract period from the date of use, the Bidder has to replace the equipment/ software at no additional cost to the Company before end of support.

#### 21.4. Bid Security and Performance Guarantee

- Bid Security
  - Bidders are required to submit a Bid Security/ Earnest Money Deposit (EMD) for Rupees 50 Thousand Only by way of Bank Guarantee (Appendix 02 – Pro forma for Bank Guarantee) issued in favor of “BOB Financial Solutions Limited” valid for 180 days from the last date of submission of the bid along with Technical Offer. The Bank Guarantee should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Company.



- Offers made without the Earnest Money Deposit will be rejected.
- The amount of Earnest Money Deposit would be forfeited in the following scenarios:
  - In case the Bidder withdraws the bid prior to validity period of the bid and after last date of submission of the bid for any reason whatsoever;
  - In case the successful Bidder refuses to accept and sign contract within 1 month of issuance of contract order/letter of intent for any reason whatsoever; or
  - In case the successful Bidder fails to provide the performance guarantee of 3% of annual contract value within 45 days from the date of issuance of Purchase Order by Company or signing of the contract, whichever is earlier, for any reason whatsoever, the EMD will be forfeited.
  - EMD/Bank Guarantee should not be included with Technical or Commercial bid. It should be in separate cover to be handed over to the Company.

## **II. Performance Guarantee**

The Successful Bidder will enter into agreement with the BFSL to provide the services mentioned in this document. BFSL will require the selected Bidder to

- Provide an Initial performance guarantee for a sum as per clause 21.4 I above to remain valid during the entire contract period plus 3 months. In case the above sum of Rs.25 lacs is found to be short of 50% of average billing during the previous six months, the Successful Bidder shall enhance the amount sufficiently to meet such shortages. The format of the performance guarantee is as required by the BFSL. The said guarantee shall be furnished by the Bidder within 30 days of the date of receipt of letter inter-alia informing awarding of Contract or -30- days from the date of proposed Agreement whichever is earlier. The performance guarantee would be for the entire period of the Contract plus - 3- months. If the performance guarantee is not submitted to the BFSL within the period mentioned hereinabove, BFSL reserves the right to cancel the Contract. The performance guarantee would be returned to the Bidder after the expiry or termination of the Contract.

BFSL (Company) shall be entitled to invoke this performance guarantee in case Company finds that the terms of this document, including the terms of contract to be entered into with the Successful Bidder, are violated or are not complied with.

- In the event of non-performance of obligation or failure to meet terms of this RFP the Company shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be included in the remaining amount of the contract value.
- The Company 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 Performance Guarantee, if any, under this contract.
- If the Performance guarantee is not submitted within the stipulated time, the Company reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.
- The bid security (EMD) would be returned to the successful Bidder after the submission of the performance guarantee.

## 21.5. Others

- I. Responses to this RFP by the Bidders shall not constitute an obligation on the part of the Company to award a contract for any services or combination of services. Failure of the Company to select a Bidder shall not result in any claim whatsoever against the Company and the Company reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- II. By submitting a proposal, the Bidder agrees to promptly contract with Company for any work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with Company within 45 days from the date of Purchase order herein will relieve Company of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of Company.
- III. The terms and conditions as specified in the RFP, addenda and corrigenda issued by the Company thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of Company, the Bidder may, in sole discretion of Company, be disqualified.
- IV. The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Company, may constitute a material breach of the selected Bidder's performance. In the event that the Company is forced to cancel an awarded contract (related to this RFP) due to the Bidder's inability to meet the established delivery dates that Bidder will be responsible for any re-procurement costs suffered by the Company. The liability of re-procurement costs in such an event could be limited to the amount actually spent by Company for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred.
- V. By submitting the bid, the Bidder represents and acknowledges to the Company that it possesses necessary experience, expertise, wherewithal and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all services to be supplied in response to this RFP shall meet the proposed **Outsourcing of Dialer based Tele calling for Collections(including skip-tracing)** requirements of the Company. The Bidder shall be required to independently arrive at a Solution, which is suitable for the Company, 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 Company. The Bidder also acknowledges that Company 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, Company expects the Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Company in writing, shall form a part of the final contract.
- VI. The Bidder shall represent that the proposed *Outsourcing of Dialer based Tele calling for Collections(including skip tracing* and its documentation and/or use of the same by Company shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to Company shall contain a complete and accurate description of the software, hardware and other materials and services (as applicable),

and shall be prepared and maintained in accordance with the highest Industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the Contract, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the selected Bidder for performance of the obligations of the selected Bidder. The Bidder further agrees to inform and assist the Company for procuring any registrations, permissions or approvals, which may at any time during the contract period be statutorily required to be obtained by the Company for availing services from the selected Bidder.

VII. All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by Company in writing to the Bidders. The Bidder shall at no point be entitled to excuse themselves from any claims by Company whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.

VIII. The Bidder covenants and represents to Company, the following:

- It is duly incorporated, validly existing and in good standing under as per the laws of the jurisdiction of its incorporation.
- It has the corporate power and authority to perform its obligations hereunder and to execute appropriate contracts in terms of this RFP. The performance of terms and conditions under the RFP by it and the performance of its obligations hereunder are duly authorized and approved by all necessary action.
- The execution, delivery and performance under an Agreement by such Party:
  - Will not violate or contravene any provision of its documents of incorporation.
  - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.
- Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.
- To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this tender and subsequent agreement, and no document furnished or to be furnished to the other party to this RFP and subsequent agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- The selected Bidder shall undertake to provide appropriate manpower as well as other resources required, to execute the various tasks assigned as part of the project, from time to time. The Company has the right to interview any and all of the resources deputed by the selected bidder and only upon satisfaction will allow the resource to work on the project.

- All RFP response documents would become the property of the Company and the Company also would not return the bid documents to the Bidders.
- Company will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- Company reserves 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.

#### **21.6. Other RFP Requirements**

1. Company reserves the right to cancel this RFP any time or at any stage without any reason / notice to the Bidder or change/add any terms and conditions of the RFP by issuing addenda/corrigenda and putting it on Company's website.
2. Company reserves the right to extend the dates for submission of any and all responses to this document.
3. Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the contact officer, not later than the query submission date noted in RFP and as indicated by Company from time to time. Responses to inquiries and any other corrections and amendments will be distributed to all Bidders by fax or in electronic mail format.
4. If there are conflicting points in the RFP, the Company reserves the right to take a position on the conflicting issue which will be binding on the selected Bidder any time during the period of contract. No appeal will be entertained.
5. Preliminary Scrutiny – Company will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. Company may, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Bidders and Company reserves the right for such waivers and Company's decision in the matter will be final.
6. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, Company may, at its discretion, ask some or all Bidders for clarification of their offer. Company has the right to disqualify the Bidder whose clarification is found not suitable to the project requirements.
7. No Commitment to Accept Lowest bid or any bid – Company shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. Company will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.
8. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product 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. Company may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP. Bids with eraser/over writing/cutting are liable to be rejected.
9. Right to Alter requirements – Company reserves the right to alter the requirements specified in the RFP. Company also reserves the right to delete one or more items from the list of items specified in the RFP. Company will inform all Bidders about changes, if

any. The Bidder agrees that Company has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities. The Company will have the right to increase or decrease any quantities in the bid and the unit/pro-rata rates would be applicable for such alterations in quantities till the period of the contract.

10. Since some of the payment terms warrant monthly payouts from Company vis-à-vis SLA monitoring, it is to be noted that any such monthly payments will be released and penalties if any, as defined by SLAs, shall be adjusted in the payment for the last month. Balance penalties, if any shall be levied in the payment for the subsequent months.
11. The Bidder shall perform its obligations under this RFP as an independent contractor, and may engage subcontractors (with requisite prior permission from bob card applicable, if any) to perform any of the deliverables or services. Neither this RFP nor the Bidder's performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between Company and the Bidder or its employees, subcontractor; and the Bidder shall not have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of Company.
12. Details of Sub-contracts, as applicable: If required by Company, selected Bidder should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that the selected bidder will not subcontract primary functions stipulated in this RFP and notwithstanding the use of subcontractors by the selected Bidder for purposes other than main functions, the selected Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the selected Bidder to perform its obligations. The selected Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
13. The Bidder has to submit the escalation matrix upto the highest management authority of the Bidder along with their necessary contact details.
14. the selected Bidder shall install and commission the solution, in terms of this RFP, at locations designated by Company or at such Centers as Company may deem fit and the changes, if any, in the locations will be intimated to the Bidder.
15. The selected Bidder is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees, if any, and will be accountable for both. The Bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by Company. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the Contract to be issued for this RFP. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected bidder, for any assignment under the contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the selected bidder shall be paid by selected bidder alone and Company shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of selected bidder's employee, agents, contractors, and subcontractors, etc. The selected bidder shall hold Company, its successors, assignees and administrators and its directors and officials, fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to Company through the action of

selected bidder 's employees, agents, contractors, subcontractors etc. However, the selected bidder would be given an opportunity to be heard by Company prior to making of a decision in respect of such loss or damage.

16. Company shall inform the selected bidder of all known breaches and claims of indemnification and the selected bidder shall be required at their expense to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by Company as to the loss / damages mentioned above shall be final, conclusive and binding on the selected bidder and selected bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Company including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs. In respect of demands levied by Company on the Bidder towards breaches, claims, etc. Company shall provide the selected bidder with details of such demand levied by Company. For the purposes of this section, the indemnity may include but not limited to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected bidder to its employees, its agents, contractors and sub-contractors." However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc., that the Bidder is expected to provide as per the RFP. The selected bidder's representative will be the point of contact for Company. The delivery, installation, configuration status of the project should be reported on a weekly basis.
17. In case of software supplied with the solution the selected bidder should ensure that the same is licensed and legally obtained with valid documentation made available to Company.
18. Technical inspection and performance evaluation – Company may choose to carry out a technical inspection/audit and performance evaluation of solution offered by the Bidders. The Bidder would permit Company or any person/persons appointed by Company to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (travel, stay, etc.) incurred for the same would be borne by the Company.
19. The Bidder shall ensure that the solution provided and sized by the Bidder is capable of meeting Company's current and terminal year transaction and business volumes.

## **22.0 Additional Information**

1. Selected bidder and/or its authorized service providers should have their own employees for execution of projects. However, selected bidder will be fully responsible for the service for the service providers. Company will not make any reference to them. In case of any deficiency in service, penalties will be to the selected Bidder's account.
2. The selected bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or subcontractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of Company, nor seek to be treated as employees of Company for any purpose, including claims of entitlement to fringe benefits provided by Company, or for any kind of income or benefits. The selected bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the selected bidder will make all required payments and deposits of taxes in a timely manner.

**22.1. Numbering of Pages**

All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a serialim along with proper index. The numbering shall be done separately for Eligibility Bid, Technical Bid and Commercial Bid, and not section-wise.

**22.2. Authorized Signatory**

The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India. The Bidder's authorized signatory shall authenticate by sign and seal, each page of the bid in original and photocopies including brochures/ pamphlets/ write-up etc.

**22.3. Cost of Preparing the Bids**

The cost of preparing the response to this RFP will be the responsibility of the Bidder and Company will not be liable for any cost incurred by the Bidder.

**22.4. Clarification on RFP Document**

1. The Bidder shall carefully examine and understand the specifications /conditions of RFP, intent of the RFP and seek clarifications, if required, to ensure that they have understood all specifications/conditions/intent of RFP for implementing the Origination Systems Solution in total.
2. The Bidder in all such cases must seek clarification in writing in the same serial order of that of RFP by mentioning relevant page number and clause number of RFP. Such clarifications should be sought, by submitting a list of queries as per Appendix 03 – Pre Bid Query Format in writing to Company on or before the timeline prescribed in this RFP under “Schedule of activities and events”
3. All clarifications/queries on the bid are to be in writing and are to be addressed to:

[rfp@bobfinancial.com](mailto:rfp@bobfinancial.com)

**22.5. Normalization of bids:**

Company may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if Company feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; Company may at its discretion ask all the technically Shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny.

The re-submissions can be requested by Company in the following two manners

- Incremental bid submissions in part of the requested clarifications by Company, OR
- Revised submissions of the entire bid in the whole

Company can repeat this normalization process at every stage of bid submission till Company is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to Company during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

## **22.6. Validity of Bids**

The bids shall remain valid for a period of 180 days from the last date of submission of bids. All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and shall, if accepted by Company, form part of the final contract between Company and the selected Bidder. Company may seek further extensions of the bid validity, if required.

## **22.7. Bidder's Quote/Offer**

- I. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- II. The Bidder must furnish requirements as per the formats provided in the RFP document.
- III. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No. 12-02-6 CTE /SPI (I) 2 / 161730 dated 13.01.2012):

Commission has decided that in all cases of procurement, the following guidelines may be followed:

- In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.'

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

### **Related Parties -**

- In the following circumstances company will have discretion to reject the Proposal/ response or accept the Proposal/ response with some conditions stipulated by 'the Bank'.
- Proposal/Response submitted by holding company and its subsidiary
- Proposal/Responses submitted by companies having common director/s
- Proposal/ Responses submitted by partnership firms / LLPs having common partners
- Proposal/Responses submitted by companies having the same group of promoters/ management
- Any other proposal/ response in the sole discretion of the company are in the nature of multiple bids.

## **22.8. Integrity Pact**

All bidder will be required to enter into an integrity pact with the Company as per the CVC guidelines.

## **22.9. Submission of Bids**

1. All envelopes with RFP response should be submitted to the authorized person at the address given in Section 1.4–Important Details (Schedule of Events, contact & communication details etc.)
2. The response should be submitted to the authorized person on or before the last date & time of submission mentioned in section 1.4. If the last date of submission of RFP response is declared as a holiday for any reason then the last date for submission of RFP response



will fall on the next working day of the Company. The bids which are received after the scheduled date and time will be rejected by the Company.

3. The responses should not be submitted by post or by courier.
4. All envelopes should be securely sealed and stamped.
5. For all eligibility, technical and commercial bid openings, the Bidders are required to carry authorization letter from the authorized signatories as per format specified in Appendix 01 – Covering & Authorization letter format.
6. The bid should constitute three separate parts. The response should be organized and submitted in the following manner:

**Part I - Eligibility Bid:**

- I. The Eligibility Bid containing the response to eligibility requirements for the solutions and other applications is to be sealed in a separate Envelope superscripted on the top of the cover as ***“ELIGIBILITY BID for Selection of Service Provider [Outsourcing of Tele calling for Collections, skip tracing and other non-voice processes]”***.
- II. Covering letter certifying eligibility criteria compliance (eligibility criteria as defined in Annexure A1);
- III. The Eligibility bid must contain application money Demand Draft / Banker's Cheque and Bank Guarantee as per Appendix 02 towards EMD.
- IV. Letter with details of authorized signatories/Power of Attorney's in the name of the authorized signatories who can represent the Bidder/s with regard to the obligations under the RFP or contract
- V. Hardcopy of duly filled up Annexure A1 – Eligibility criteria compliance including supporting credential letters/testimonials from relevant organizations or copies of documentation from clients or purchase order copies certifying compliance and Bid security; and

**Part II - Technical Bid**

- I. The Technical Bid containing the response to both technical and functional requirements for the Solution is to be sealed in a separate Envelope superscripted on the top of the cover as ***“TECHNICAL BID FOR Selection of Service Provider for [Outsourcing of Tele calling for Collections, skip tracing and other non-voice processes]”***.
- II. The Bidder should also include the masked (without prices) commercial bid in the technical bid. The masked Indicative Commercial BID which would be submitted as part of the **Technical bid should contain "XX" instead of actual commercial value** for ALL the corresponding commercial values. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not the Pro-forma/format of the Annexure C1 – Commercial BID in the RFP.
- III. The hard copy of the technical proposal should be bound in such a way that the sections of the proposal can be removed and separated easily. Signed copy of the RFP, all annexure and appendices fully filled up need to be submitted.

**The Bidders have to note that the Technical Proposal must contain the following**

- a. Executive summary of Bidder's response

- b. Duly signed covering letter by the authorized signatory as per Appendix 01 – Covering & Authorisation Letter
- c. Detailed technical write up covering the detailed scope of work
- d. Masked copy of the Bidder's final commercial bid as per Annexure C1
- e. Conformity letter as per Appendix 0
- f. Product roadmap of the proposed solution for the next three years
- g. Proposed timelines of implementation
- h. Soft copy of the technical bid. Soft Copy of masked commercial bid should not be placed in technical bid.
- i. Detailed week-wise project plan adhering to the high-level roll out plan mentioned in this RFP
- j. Any other relevant information in general

### **Part III – Commercial Bid**

- I. The bidder will be required to submit commercial bids as a part of the bid submission.
- II. The placement of hard copy of commercial bid in eligibility bid or technical bid covers will make the bid liable for rejection.
- III. Post the commercial evaluation process the L1 bidder would be required to submit their final commercial as per Annexure C1 and other terms and conditions of the RFP on prices. In a nutshell, the commercial Bid details will need to be provided for all requirements of the Company to arrive at TCO of the solution.
- IV. Response to the commercial bid shall include cost of supply, installation, implementation and all the items required for commissioning and functioning of the Solution. It is the responsibility of the Bidder to provide all the items which may or may not have been mentioned in the Bid to ensure commissioning and functioning of the Solution within the final agreed price between the selected Bidder and Company.

The total cost to be specified by the Bidder must cover separately the following as detailed in Annexure C1. This would include:

- a. ***Cost per FTE for service centre for Dialer Based Tele-calling for Collections and skip tracing .***

**The Bidders have to note that the commercial bid proposal must contain the following:**

- a. Covering letter duly signed by the authorized signatory
- b. Table of contents
- c. Annexure C1 duly filled in.

### **22.10. Overall Bid**

- 1. The separately sealed envelopes containing Eligibility Bid, Technical Bid and Commercial Bid for the **Outsourcing of Tele calling for Collections, skip tracing and other non-voice processes** shall be submitted in another single sealed envelope super-scribed on the top of the envelope as: **'Bid for Selection of Service Provider for Outsourcing of Dialer**

**Based Tele calling for Collections and skip tracing; No. RFP NO: CO: BFSL/Collections RFP/20-21/02 dated 10-04-2021 "**

2. The envelope is to be delivered to Company against acknowledgement.
3. The Bidder shall take care to submit the Bid properly filed so that the papers are intact. The Bidder shall submit the bid in suitable capacity of the file such that the papers do not bulge out and tear during scrutiny. The Bids, which are not sealed as indicated above, are also liable to be rejected.
4. The price schedule shall be submitted in commercial Bid only.
5. The Bidder while furnishing the cost under the above heads must furnish the split up cost particulars of all major components/line items under each head.
6. The commercial bid is obtained for all the solutions and Company will place a single order after finalizing the Bidder.
7. Further, while the Bidder has to quote for all the components of the solution, Company may at its discretion wherever beneficial, procure licenses for some software separately, based on any existing agreements entered into for purchase of such software.

#### **22.11. Compliance Statement**

1. The Bidder shall certify the compliance or deviation of all clauses, terms conditions and specifications stipulated in RFP, as per Appendix 03 – Conformity Letter.
2. Non-submission of duly filled & signed conformity letter will make the bid liable for rejection.
3. The Bidder shall not just indicate that details are enclosed and submit brochures, manuals, documents etc. Instead, they shall detail their reply for each clause / Data sheet in Annexure B1 and they shall also indicate the Page number in the bid, at which additional information are enclosed in the brochures, manual, documents etc. The Bidder shall ensure correctness of referred page nos.

#### **22.12. Opening of Bids**

1. Opening of Eligibility and Technical Bids
  - The Eligibility and Technical bid shall be opened in the presence of Bidders' representatives who choose to attend as mentioned in section 1.4 – Important Details. The Bidder representative may be present during the bid opening at our office address mentioned above well in time along with the authorization letter from the Bidder Company.
  - The Bidders may note that no further notice will be given in this regard. Further, in case Company does not function on the aforesaid date due to unforeseen circumstances or holiday then the bid will be accepted on the next working day of the Company and bids will be opened at the same venue on the same day.
  - Company however reserves the right to change the date & time for opening of Eligibility and Technical bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the Bidders by publishing on the Company's website for enabling them to be present during the Bid opening.
  - During opening of the Eligibility and Technical bids, the Bidders authorized representative may attend the opening and those who are present shall sign a register evidencing their attendance.
  - The bids that are not accompanied with application money document and EMD document in Eligibility Bid shall be rejected.
  - The rejection or acceptance of the bid will be done only after evaluation at the discretion of Company.

- During evaluation of the eligibility and technical bids, Company may seek from the Bidder clarifications on the bid submitted by the Bidder. The request for such clarification and the response from the Bidder shall be in writing.
  - After the evaluation of the eligibility bids Company will finalize the list of eligible bidders whose technical bid will be considered for the technical evaluation stage. The eligible bids will undergo a detailed technical evaluation as per the terms and conditions of this RFP.
  - Company will announce the list of bidders who qualify technical evaluation and whose commercial bid will be considered for the commercial evaluation stage.
2. Opening of Commercial bid
- In case the Company decides to go for Open bid process for commercial evaluation, the commercial bids will be opened in front of the bidders after the technical evaluation is complete. The date of opening of commercial bids will be intimated to the Bidders who have been evaluated for Technical Bid.
  - The evaluation of the Commercial Bid as per the RFP guidelines would be done subsequently.
  - Post the completion of the detailed commercial evaluation the final ranking of the bidders would be announced.

#### **22.13. Examination of Bids**

1. Company will do preliminary examination of bids to know whether they are complete in all respects, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order. The Bidders have to note that
  - If there is any discrepancy between words and figures, the amounts in words will prevail.
  - If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
  - If there is discrepancy between unit price and total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price shall be corrected by Company.
  - If there is discrepancy in the total arrived at Commercial BID, correct total will be arrived at by Company and the same will prevail over the total furnished in the Commercial BID.
2. If the Bidder does not accept the correction of such errors as per the above criteria, their bid will be rejected and the EMD will be forfeited.
3. In the event the Bidder has omitted to quote for any line item in the commercial bid, Company would take the highest price quoted by any of the participating Bidders as the cost, for such for arriving at the TCO for the purpose of evaluation of the defaulting/deviating Bidders. However, the same shall be provided by the defaulting/deviating Bidder, in case selected at no cost to Company for the period of the contract.
4. Company ascertains and concludes that everything as mentioned in the RFP documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidder.
5. In the event Company has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's commercial bid, the higher of the prices will be taken for calculating and arriving at the TCO. However, payment by Company will be made at the lower price.

6. The Annexure C1 – Commercial BID is an indicative list of items used for the purpose of Bidder evaluation through TCO. The availment quoted by the Bidders in the **Annexure C1 – Commercial BID** will be decided by Company based on the requirements from time to time during the period of the contract. The Bidder cannot compel Company to avail any or all the items quoted by them in Annexure C1 – **Commercial BID**. However for the purpose of calculating of TCO, bid will be considered as fixed priced bid.
7. Company would like to expressly state that any assumptions, terms, conditions, deviations etc. which the Bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations etc. have been accepted by Company and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumptions, terms, conditions, deviations etc. in the Bidder's response to this RFP.
8. During the preliminary examination, Company will also verify whether the Bidder has responded in full to the RFP or whether it is partial or conditional. The bids that are incomplete or conditional are liable to be rejected.

#### **22.14. Evaluation Methodology**

The evaluation process has been described in this document as a three stage process.  
The stages are:

**Stage A. Evaluation of Eligibility**

**Stage B. Technical Evaluation** consisting of Site visit, presentation by Bidder and Final document evaluation will be done as detailed under

**Stage C. Techno-commercial Evaluation** will be done as detailed in this document.

The three stage evaluation shall be done sequentially on knock-out basis. This implies that those bidders qualifying in Stage A will only be considered for Stage B and those who qualify in Stage B will only be considered for Stage C.

Please note that the criteria mentioned in this section are only indicative and BFSL, at its discretion, may alter these criteria without assigning any reasons. BFSL also reserves the right to reject any / all proposal(s) without providing any specific reasons.

All deliberations and evaluations performed by BFSL will be strictly confidential and will be maintained as property of BFSL exclusively and will not be available for discussion to any bidder of this RFP.

During evaluation of the Tenders, the Company, at its discretion, may ask the Bidder 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 Bidders to this document and Company will not entertain any correspondence in this regard.

#### **22.15. Eligibility Bid**

Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in Annexure A1 – Eligibility Criterion Compliance to this document. The Bidder would need to provide supporting documents as part of the eligibility proof.

### Stage A - Evaluation of Eligibility:

The bidders of this RFP will present their responses as detailed in this document. The Response includes Annexure A1 which provide details / evidences in respect of the Bidder for meeting the eligibility criteria, leading the BFSL to evaluate the Bidder on eligibility criteria.

The Bidder will meet the eligibility criteria mentioned in this document individually. BFSL will evaluate the bidders on each criterion severally and satisfy itself beyond doubt on the Bidder's ability / position to meet the criteria. Those bidders who qualify on ALL the criteria will only be considered as "Qualified under Stage A" of evaluation and will be considered for evaluation under Stage B.

Those bidders who do not qualify at this Stage A will not be considered for any further processing. The EMD money of such bidders will be returned only after complete processing of tender and awarding of contract to successful bidder.

BFSL therefore, requests that only those Bidders who are sure of meeting the eligibility criteria only need to response to this RFP process.

### Stage B - Technical Evaluation:

The Bidders of this RFP will present their responses as per **Annexure B1** and as detailed in this document. The Responses as per **Annexure B1** seeks specific details on Bidder's ability to deliver the service requirements of this RFP.

The bases for technical evaluation are as below:

1. Site visits by the BFSL's team at the existing operations / locations of the Bidder.
2. Documents Evaluation: Response to this RFP by the Bidder, as per Annexure B1.
3. A presentation by the Bidder on their capabilities and proposal for the BFSL, as indicated below:
  - Previous experience with case examples in Banking preferably in Credit Card
  - Proposed commitments to SLAs mentioned in this document
  - Size and Profile of team to be committed
  - Data security and confidentiality measuresCopy of presentation will be given to the BFSL.

Stage B - Technical Evaluation is a single stage, consisting of above three components and these processes will be done simultaneously. No process has any condition to the conduct of other process.

BFSL may visit any of the centres for "Site Visit" indicated by you in **Annexure B1** or any other existing centre at its discretion.

BFSL will allot score to the above evaluation criteria individually. The aggregation of the scores under the above three criteria will be termed as "Aggregate Technical Score (ATS)" and will be

used for further evaluation. The template for “Stage – B Technical Evaluation” is as per the **Annexure B1**.

Those Bidders who meet a threshold score under “Aggregate Technical Score” will be considered as “Qualified under Stage B” and will be considered for evaluation under Stage C. Those who do not meet the above threshold will not be considered for further evaluation and their EMD monies will be returned.

The “Aggregate Technical Score” secured by the Bidders will be used in the Stage C – Techno-Commercial Evaluation.

The technical evaluation and the commercial evaluation (Cost per FTE) shall have the weightage of 60% and 40% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weightages are as under:

○ **Technical Bid Evaluation**

The Bidder needs to achieve a cut – off score of 60 marks in this evaluation stage to be qualified for commercial bid opening. Only those Bidders 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:

#	Proposal Bid Evaluation	Scores
1	Credential strengths	10
2	Technical Bid	60
3	Bidder Presentation and proposal review (may include Bidder Site visit)	30
Maximum Technical Proposal Bid Evaluation Score		100

The technical evaluation would involve the following major areas:

**1. Credential strengths of the Bidder**

Each Bidder having credentials as stated in Annexure A1 and Annexure B1 will get marks according to their implementation experience.

**2. Technical Bid**

**a. Technical Bid evaluation**

The Bidder needs to cover the entire functional requirement of Company given in Annexure B1 - Technical Proposal. Responses received in Annexure B1 - would be used for evaluating the Bidder on the functionality being proposed by them. The Functional Score for each area in Annexure B1 would be worked out as follows:

#	Number of Relevant credentials	Marks	
1	In Business of call centre for Service functions, Collection of bank / credit card dues and Document / Cheque pickup referral.	15	More than 5 years:-15 marks 3-5 years:- 10 marks Less than 3 years - 5 Marks
2	Running call Centre for Pvt. / Public companies with minimum 50 FTE with deep domain experience in managing service functions, Collection across various buckets and Document / Cheque pickup referral.	25	More than 3 companies/ Pvt. & Public :- 25 marks 3:- 15 marks 2:- 10 Marks 1 :- 5 Marks
3	No. of FTEs with domain experience in managing service functions, Collection across various buckets and Document / Cheque pickup referral.	15	<b>Domain Experience</b>  Above 300 – 15 marks More than 100-but below 300 – 10 marks 50 to 100 – 5 marks
4	No. of total tele-callers across different functions	5	<b>Tele-callers (5 marks)</b>
			Above 75:- 5 Marks
			61 to 75:- 3 Marks
			50 to 60:- 2 Marks
			Below 50:- 0 Marks
	<b>Total</b>	<b>60</b>	

b. **Demonstration of the proposed solution**

As part of the solution demonstration process

- The bidder will be required to demonstrate the line items present in **Annexure B1 - Technical Proposal** - Functional Specifications document to the Company's team. The Company will intimate the bidders well in advance before the product demonstration, if each and every line item or a part of them is to be demonstrated.
- Demonstration of the product specifications using an internet based instance by connecting through internet will not be permitted.
- The demonstration can be carried out in Company's premises in Mumbai or at Bidder's office.
- This will also enable the Company to understand the solution's features and fit with the proposed architecture and identify the level of customization required.
- The Company will communicate a date, time and location to the bidders any time after the last date for submission of proposals.



During the Product Demonstration, Company would be evaluating the Bidder on the functionality of all the three solutions proposed by the Bidder using the **Annexure B1 - Technical Proposal** as a base in part or as a whole. Bidder will be evaluated on each of the areas.

#### 4. Bidder presentation

The Company will require the Bidders to make presentations regarding the various aspects of the proposed solutions. This process will also enable the Company to clarify issues that may be identified from the Bidders' responses to the RFP. The Evaluation Committee decided by the Company would be scoring the presentation made by the Bidders at Company's premises based on a structured questionnaire broadly across the following:

#	Evaluation of the Bidder Presentation
1	Project Execution Methodology
2	Solution Architecture and Design – Key Features and Functionalities
3	Operational Ease
4	Adherence to Project Timelines
5	Execution Competency (Solution Accelerators, Functional & Technical Competency)

#### ○ Commercial Bid Evaluation

The commercial bid evaluation will be done on the basis of total cost, which is a sum of total tele-calling cost, total pick-up cost and total cost for skip tracing. The bidder will have to quote for "Per-seat cost" for tele-calling, "per pick-up" cost across three different type of cities (T1, T2 and T3), and desktop skip tracing performed by 3 FTEs (Full Time Equivalent). The minimum number of tele-callers required will be 150. The pick-ups across three categories of locations are given below. For the purpose of calculation of amount in commercial bid, the minimum no. of tele callers and the estimated numbers of pick up at each category of locations per month is given hereunder and the bidder is required to quote the same on such numbers only. The following table below will have to be filled for commercial bid.

Parameter	Costing
Fees for one tele caller in Rs. (to be filled by the bidder)	
Minimum number of tele-callers (#)	40
Total tele caller fees (to be filled by the bidder) in Rs. (A) (This is a multiplication of minimal tele caller and fee per tele caller)	

City type	Minimum number of pick-ups in a month	Fee per pick-up (to be filled by the bidder) in Rs.	Total fee for pick-up per month (to be filled by the bidder) in Rs.(This is a multiplication of minimum pick-ups and fee per pick-up)

T1 Centres (top 8 centres)	4000		
T2 Centers (Next 12 centers)	5000		
T3 Centres (Next 80 centers)	12000		
		Total pick-up fee across all centres in Rs. (B)	

Parameter	Costing
Cost of 3 FTEs (Full Time Equivalent) for Skip Tracing, Desktop based in Rs. (C)	

The above numbers for pick up collection are current estimates. This may vary in future. The pay-out to agency will happen on the actual volume of collection pick-ups. The per-unit cost of pick-up quoted by the bidder will be used for pay out.

1. Note: BFSL will follow a part performance-linked fee structure. 20% of the amount will be earmarked to be paid to collections partner on adhering to SLA norms. . The 20% shall further be split into slabs based on performance. The exact slab will be defined in the SLA. The same will start after 3-months of operations and basis performance norms observed and relevant market benchmarks.
2. T1 locations: Top 8 locations (Greater Mumbai, Delhi (including NCR), Kolkata, Chennai, Bangalore, Pune, Hyderabad and Ahmedabad)
3. T2 locations: Next 12 locations (Surat, Baroda, Jaipur, Allahabad, Varanasi, Lucknow, Kanpur, Nagpur, Bhopal, Indore, Visakhapatnam and Bhubaneshwar)
4. T3 locations: Next 80 locations

### Stage C - Techno-Commercial Evaluation:

“Final Score” will be calculated giving due weightage to technical evaluation (Aggregate Technical Score), commercial proposal under both types of pricing. Hence, there shall be a single ranking list, on H-1 basis. The procedure is as below:

1. BFSL seeks the bidder to quote for first year of operation and cost escalation in subsequent years under said pricing methods, viz “cost per FTE per shift per month”. For the purpose of commercial evaluation, BFSL will consider weighted average of prices quoted under each pricing method. BFSL will also give due consideration to both methods of pricing.
2. The “Final Score” resulting from “Techno-Commercial Evaluation” shall be the basis for identification of Bidder.

The above process is detailed in the paragraphs below.

### **Cost per FTE:**

BFSL requires the Bidder to operate and manage the out sourced services. The Bidder may incur several costs – cost of agents and other employees, cost of transportation for employees, operational expenses and overheads (stationery, utility items, etc.). It will not be operationally viable to pay all these expenses individually. Therefore, it has been decided that BFSL will fix a single consideration for all services, i.e., cost per FTE (Full Time Equivalent) per shift per month.

Therefore, Bidders will quote “cost per FTE per shift per month’ in the commercial response, which are further clarified as under:

• **Cost per FTE per shift per month’**

- ▷ FTE indicates **an agent or a team leader** occupying a work station, deployed at any point in time when the Service centre is up. FTE does not include other staff members (quality teams, managers, support staff members, IT experts, etc). BFSL shall only count the number of FTEs as defined above and shall not count other staff members put on deployment for operations and management of Service centre.
- ▷ The Bidder will quote the “Cost per FTE per shift per month”. It means the cost shall be for one FTE (agent and team leader) for one shift of 8 hours (day or night) for one month. The Bidder might deploy any number of shifts of any duration of hours. However, BFSL shall consider the total number of logged in duration of Agents and Team leaders in a month and split the same into a shifts of 8 hours duration.
- ▷ The following table gives an illustrative example.

The total logged in duration in a month for both Agents & team leaders at <ul style="list-style-type: none"><li>• 12 hours a day, (to be split into shifts of any duration)</li><li>• Average 75 FTEs</li><li>• 30 days a month</li></ul> shall be	27000 hours
Number of FTEs per month per shift shall be <ul style="list-style-type: none"><li>• 27000 hours / 8 hours / 30 days</li></ul>	$27000 / 8 / 30 = 112.5 \text{ FTEs}$
Amount payable to Bidder  If the “cost per FTE per shift per month” is Rs.25000, then, the amount payable shall be	$112.5 \times \text{Rs.}25000 = \text{Rs.}28,12,500/-$

- ▷ Total logged-in hours will be ascertained location-wise, i.e., logged-in hours will be ascertained separately.
- ▷ Cost of other staff members, others operational costs and cost of handling inbound and outbound calls will have to be loaded on the “Cost per FTE per shift per month” and no other cost will be paid by the company..
- ▷ Agents mean one who handles the calls directly. Team leader means one who supervises a set of agents. Team leader does not include any other supervisory or support staff members.
- ▷ The time duration spent by agent or team leader on on-going / regular training shall not be considered as “logged-in” duration.
- ▷ There shall be no difference in “Cost per FTE per shift per month” between agent and team leader.
- ▷ There shall be no difference in “Cost per FTE per shift per month” between night shift and day shift.
- ▷ There shall be no difference in “Cost per FTE per shift per month” for agents of various skill sets.
- ▷ The Bidder will build all the other costs into this “Cost per FTE per shift per month”
- ▷ If the company decides to scale up or scale down the operations, the above “Cost per FTE per shift per month” will remain to be the same and the company will pay depending on the total logged in time duration of agents and team leaders.
- ▷ “Inbound Call” refers to the calls diverted by IVR to any Agent or Team Leader.
- ▷ “Outbound Call” refers to the calls made for soft recovery, appointment fixing, service closure, reminders, etc. The outbound call is said to be considered as “A Call” only if the targeted receiver of the call ‘responds by voice’ in the call.
- ▷ The Average Handling Time fixed in this document is 4 minutes. Hence any call duration exceeding this AHT will be considered as beginning of next call, for counting purposes. The total duration of AHT divided by four minutes will result in number of calls handled by the agent or team leader.

## Annual Escalation

BFSL proposes to enter into contract for initial period of Two years and subsequent extension as per BFSL's discretion. If need be, BFSL may extend the contract for further periods also. Hence, the cost to be quoted in the Commercial Response should include escalation clause also.

Therefore, the bidder will indicate the following:

### **Loaded Cost per FTE (Includes Infrastructure, IT, Real estate, etc) per shift per month**

- ▷ **NO Escalation for first 3 year of contract**
- ▷ Escalation as a % to cost per FTE per shift per month for fourth year over third year
- ▷ The table below is the format for presenting the Commercial proposal. This is **Annexure C-I** in your response to this RFP

<b>Cost per FTE per shift per month</b> (Please indicate the single cost applicable to both locations)			
	No.	Description	Costs (INR) / (%)
			Applicable to both Baroda & Lucknow
<b>A</b>	1	Cost per FTE per shift per month (For the first year)	(INR)
	2	<b>Escalation as a %</b> to cost per FTE per shift per month <b>for Fourth year</b> over third year  (This is only for reference and this will not be used for techno-commercial evaluation)	(%)
	3	<b>Escalation as a %</b> to cost per FTE per shift per month <b>for fifth year</b> over fourth year  (This is only for reference and this will not be used for techno-commercial evaluation)	(%)

- ▷ “Cost per FTE per shift per month” quoted will be considered while doing the techno-commercial evaluation.
  - “Cost per FTE per shift per month” for two years shall be weighted-average, by using the number of seats likely to be operational in the respective years as weights.
- ▷ The cost to be quoted above should be valid for at least 6 months from the last date for submission of the response to this RFP.

- **Procedure for techno-commercial evaluation**

- **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.**

**Example:**

The following is an illustration of the above procedure, keeping the weight for technical at 60% and commercial at 40%. (Cost per FTE)

No	Bidder	Aggregate Technical Score (ATS)	Cost per FTE (Rs.)	$C_{\text{low FTE}} / C_{\text{FTE}}$	T / (T high)	Final Score
1	XYZ Ltd	88	22148	0.81	1.00	92.40
2	ABC Ltd	75	18714	0.96	0.85	89.40
3	123 Ltd	72	17957	1.00	0.82	89.20

⇒ In the above example, XYZ Ltd will become H-1 and Bank will consider XYZ Ltd for the purpose.

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 Bidders to this document. The Company reserves the right to accept or reject an offer without assigning any reason whatsoever.

### 23.0 Payment Terms

The bidder must accept the payment terms proposed by the Company. The commercial bid submitted by the bidder must be in conformity with the payment terms proposed by the Company. Any deviation from the proposed payment terms would not be accepted. The Company shall have the right to withhold or deduct (in event of SLA breach) any payment due to the selected bidder, in case of delays or defaults on the part of the selected bidder. Such withholding of payment shall not amount to a default on the part of the Company. If any of the items / activities

as mentioned in the price bid is not taken up by the Company during the course of the assignment, the Company will not pay the professional fees quoted by the Bidder in the price bid against such activity / item.

The payment will be released as follows:

There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the selected bidder. Payment will be released by the Company as per above payment terms on submission of relevant documents.

The Company will pay invoices within a period of 45 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Company shall make payment within 45 days from the date the dispute stands resolved.

## **24.0 Terms & Conditions**

### **24.1. General**

- The Company expects the Bidder to adhere to the terms of this RFP document and would not accept any deviations to the same. **This RFP will be the read with the final agreement and have priority in preference.**
- The company expects that the Bidder appointed under this RFP Document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Company.
- Unless agreed to specifically by the Company in writing for any changes to the RFP document issued the Bidder responses would not be incorporated automatically in the RFP document.
- Unless expressly overridden by the specific agreement to be entered into between the Company and the Bidder, the RFP document shall be the governing document for arrangement between the Company and the Successful Bidder.

### **24.2 Indemnity**

The Successful Bidder shall indemnify the company, and shall always keep indemnified and hold the Company, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Company as a result of:

- Company's authorized / bona fide use of the Deliverables and /or the Services provided by selected Bidder under this RFP; and/or
- any act of commission or omission, fraud, negligence, breach on the part the selected Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the selected Bidder, against the company; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Bidder to its employees, its agents, contractors and sub-contractors

- breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Bidder under this RFP/subsequent agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the selected Bidder contained in this RFP; and/or
- The acts, errors, representations, misrepresentations, willful misconduct or Negligence or gross misconduct attributable to the selected Bidder or its employees or sub-contractors under this RFP/subsequent agreement.
- Loss of data due to selected Bidder provided facility or
- Any deficiency in the services of selected Bidder.
- Any transaction contemplated under this RFP/subsequent agreement.
- The provisions of this Clause shall survive the termination of RFP and subsequent Agreement made thereafter.

The selected Bidder shall at its own cost and expenses defend or settle at all point of time any claim against the Company that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Company:

- notifies the selected Bidder in writing as soon as practicable when the Company becomes aware of the claim; and
- Cooperates with the selected Bidder in the defense and settlement of the claims.

However, (i) the selected Bidder shall take sole control of the defense and all related settlement negotiations (ii) the company provides will the selected Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Company does not make any statements or comments or representations about the claim without the prior written consent of the selected Bidder, except where the Company is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the selected Bidder, after due inspection and testing and at no additional cost to the Company, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Company to continue the use of the software / equipment, as required by the Company as per the terms and conditions of this RFP and subsequent Agreement and to meet the service levels; or 3) refund to the Company the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Company in the event of the failure of the selected Bidder to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Company.

The selected Bidder shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by selected Bidder; or
- any change, not made by or on behalf of the selected Bidder, to some or all of the software/deliverables supplied by the selected Bidder or modification thereof, provided the infringement is solely on account of that change;



#### **24.3 No liability**

- *All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall 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 Service Provider.*
- *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 the Service Provider as part of this Agreement.*
- *Under no circumstances Company shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project, even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business*

#### **24.4 Extension of Contract Post Expiry**

- The Company desires to appoint the Bidder for a total period specified in the RFP, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement, Company would like to safeguard the interests of all the entities involved in the arrangement. Therefore, the Company would like to have options to revisit the arrangements and terms of contract as well as to re-price the same (rates similar or less than existing arrangement) after the contract expiry, if necessary.
- The Company expects the benefits from any unanticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure/reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the Selected Bidder and the Company will cause cessation of services.

#### **24.5 Termination of Contract**

- I. Company shall have the option to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Successful Bidder at least 120 days prior notice in writing. It is clarified that the Successful Bidder shall not terminate the subsequent Agreement for convenience.
- II. The Successful Bidder will be locked in for the agreement for the entire tenure.

The Company will be entitled to terminate subsequent agreement, if Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and

Such breach is not cured within thirty (30) Working Days after the Company gives written notice; or

if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Bidder to provide the Company, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Company. Or

Non conformity of the Deliverables or Services with the terms and Specifications of the RFP as observed during post-delivery audit or otherwise; or

Serious discrepancy in the quality of service/hardware/software expected during the implementation, rollout and subsequent maintenance process.

This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof; A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;

The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or

The other Party becomes the subject of a court order for its winding up.

- III. In the event of a termination of the Contract by the Company, the Bidder shall do all such acts or deeds as may be required to fully compensate the Company for all expenditure incurred by the Company in executing or obtaining the execution of the Project, till such time of termination and for any removal and/or relocation that may be required by the Company following such termination. The Company shall not bear any liability in this regard. The company shall recover all the cost of replacing Bidder and or the company shall impose the liquidated damages. In the event of the Company communicating its intention to terminate the Contract, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.
- IV. In the event of the Company communicating its intention to terminate the Contract due to change in its policy or Business Practice or any other reason which may arise due to unforeseen circumstances, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.
- V. **Continuity of Business:**  
When the Bidder fails to perform as desired by the BFSL, BFSL shall give notice of termination and invoke the Performance Guarantee and the Bidder shall cease to be in contract with immediate effect thereon
- VI. Any other reason.

#### **Other Rights or Remedies**

Termination of the contract in whole or part is without prejudice to any other rights or remedies that either Party may have under the contract including the invocation of the performance guarantee by the Company, and does not affect any accrued rights or liabilities of either Party at the date of termination.

#### **Effects of Termination**

Notwithstanding termination of the contract in whole or in respect of any part of the Services for any reason, the contract continues in force to the extent necessary to give effect to those of its provisions which expressly or implicitly have effect after termination; and

Where Company terminates any Part of the Project, the parties shall continue to perform their respective obligations under the contract in connection with that portion of the Project in respect of which there has been no termination.

#### **Consequence of Termination**

If Company terminates the contract in whole or in respect of any part of the Project in accordance with its terms, it will incur no liability to the selected bidder as a result of such termination, other than:

- the charges or any other amounts due to selected bidder up to the date of termination;
- amounts payable for any Services already performed at the date of the termination;
- amounts payable for Services yet to be performed but which the parties agree not to terminate after performance of those services; and

The selected bidder understands the scale, tenure and criticality of this Project and that it would require tremendous commitment of financial and technical resources for the same from the selected bidder for the tenure of this tender and subsequent Agreement/Contract. The parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of RFP and subsequent Agreement/Contract for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months, and only after completion of the selected bidder's obligations under a reverse transition mechanism. During this period of Reverse Transition, the selected bidder shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement/Contract and shall maintain the agreed Service levels.

Upon Company's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party applications/solutions, and any Deliverables not owned by the selected Bidder, being used by the selected Bidder to provide the Services and (ii) the assignable agreements, selected Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and selected Bidder's equipment to Company and its designee(s) on commercially reasonable terms mutually acceptable to both parties.

Upon Company's request in writing, selected bidder shall be under an obligation to transfer to Company or its designee(s) the Deliverables being used by the selected bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

As part of the reverse transition services, Company shall have the right, and selected bidder shall not object to or interfere with such right, to contract directly with any selected bidder's subcontractor.

Procedure for transition and migrating to the new appointed Bidder is as follows:

- Time frame for parallel run
- Skill transfer mechanism and in specific cases, the Loan management requirement
- Reverse Transition Plan

Reverse Transition Services are the services provided by selected bidder to Company during the reverse transition period which will start after completion of the three (3) months' notice period to facilitate an orderly transfer of the Services to Company or to an alternative third party service provider nominated by Company. Where Company elects to transfer responsibility for service delivery to multiple Bidders, Company will nominate a services provider who will be responsible for all dealings with such Bidders regarding the delivery of Reverse Transition Services.

The Reverse Transition Services, to be provided by the selected bidder to the Company shall include the following:

#### **Knowledge Transfer**

The selected bidder shall provide such necessary information, documentation to the Company or its assignee, for the effective management and maintenance of the deliverables under this RFP. Selected bidder shall provide documentation (in English) in electronic form

of all existing procedures, policies and programs required to support the services. Such documentation will be subject to the limitations imposed by selected bidder's Intellectual Property Rights of this RFP and shall include:

- Operational work instructions
- Listing of all events being monitored and the monitoring frequency
- Listing of all third (3rd) party Bidders those have been directly related to the provision of the Services and that may be the subject of a request by Company or the replacement service provider for assignment, cancellation or renovation

All trainings that the Company feels are necessary to be imparted to the Company or its designees' personnel, the same shall be scoped and reasonably charged additionally.

#### **Warranties**

- All the warranties held by or in the name of the selected bidder shall be assigned or transferred "As Is" in the name of the Company. The selected bidder shall execute any and all such documents as may be necessary in this regard.
- The parties shall return confidential information and will sign-off and acknowledge the return of such confidential information.
- Selected bidder shall provide all other services as may be agreed to by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and reasonably priced. Reverse transition services shall be charged based on selected bidder's then current time and materials rates.
- The selected bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the selected bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the selected bidder under this tender and subsequent agreement, upon termination or expiration thereof, for any reason whatsoever.

#### **24.6 Compliance with Laws**

1. *Compliance with all applicable laws:* The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Company 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 Company 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.
2. *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 their 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 Company 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 Company will give notice of any such claim or demand of liability within reasonable time to the Bidder.

3. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Company arising out of claims made by its customers and/or regulatory authorities.

#### **24.7 Assignment**

1. The selected bidder agrees that the selected bidder shall not be entitled to assign any or all of its rights and/or obligations under this tender and subsequent agreement to any entity including selected Bidder's affiliate without the prior written consent of the Company.
2. If the Company undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP/contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Company and the Bidder under this RFP.

#### **24.8 Transportation and Insurance**

All the costs should include cost, insurance and freight (c.i.f). However, the selected bidder has the option to use transportation and insurance cover from any eligible source.

#### **24.9 Inspection of Records**

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

#### **24.10 Publicity**

The Bidder shall not make any press releases or statements of any kind including advertising using the name or any service marks or trademarks of the Company regarding the contract or the transactions contemplated hereunder without the explicit written permission of the Company. The Bidder shall not, use the Company's name as a reference, without the express written permission of the Company first being obtained, and then only strictly in accordance with any limitations imposed in connection with providing such consent. The Company agrees not to use the Bidder's trade or service marks without the Bidder's prior written consent.

#### **24.11 Solicitation of Employees**

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and two year thereafter, neither party will cause nor permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who

1. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or

2. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

#### **24.12 Visitorial Rights**

The Company and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior Request for Proposal - Selection of notice to ensure that data provided by the Company is not misused. The selected bidder shall cooperate with the authorized representative/s of the Company and shall provide all information/ documents required by the Company.

#### **24.13 Monitoring and Audit**

Compliance with security best practices may be monitored by various periodic security audits performed by or on behalf of the Company. The periodicity of these audits will be decided at the discretion of the Company. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the Company deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the selected bidder shall afford the Company's representatives access to the selected bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The selected bidder must provide the Company access to various monitoring and performance measurement systems (both manual and automated). The Company has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the selected bidder.

#### **24.14 Guarantees**

1. Bidder shall guarantee that the Services/software/solution and allied components used to service the Company are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.
2. The Bidder also undertakes to keep all the licenses in force till the expiry of the contract period by renewing them as and when necessary.

#### **24.15 Force Majeure**

1. The Selected Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Selected Bidder and not involving the Selected Bidder's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.
3. Unless otherwise directed by the Company in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



4. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Company and the Selected Bidder shall hold consultations in an endeavor to find a solution to the problem.
5. Notwithstanding above, the decision of the Company shall be final and binding on the Selected Bidder.

#### **24.16 Resolution of Disputes**

1. The Company and the selected bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Company and the selected bidder, any disagreement or dispute arising between them under or in connection with the contract.
2. If the Company project manager and Empanelled bidder's project manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the selected bidder and Company respectively.
3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the selected bidder and Company, the Company and the selected bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

#### **24.17 Arbitration:-**

1. Any dispute, controversy or claims arising out of or relating to this RFP, its validity, breach or termination thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
2. All questions, claims, disputes or differences arising under and out of, or in connection with the RFP/ subsequent contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the RFP/ subsequent contract shall be referred to arbitration by a sole Arbitrator to be appointed by the Parties.
3. The place of arbitration shall be at Mumbai.
4. The arbitral procedure shall be conducted in the English and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
5. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
6. The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration clause in this RFP, shall be under the exclusive jurisdiction of the courts located at Mumbai only.
7. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

#### **24.18 Governing Law and Jurisdiction**

This RFP and subsequent agreement with the Selected Bidders shall be governed and construed in accordance with the laws of India and courts in Mumbai will have the exclusive jurisdiction to determine the issues arising out of this RFP.

#### **24.19 Corrupt and Fraudulent practice**

1. The Bidder acknowledges and confirms that as per Central Vigilance Commission (CVC) directives, it is required that it observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
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 Company 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 Company of the benefits of free and open competition.
4. The Company reserves 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.
5. The Company reserves the right to declare a Bidder 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.
6. All bidder will be required to enter into an integrity pact with the Company as per the CVC guidelines.

#### **24.20 Waiver**

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

#### **24.21 Violation of Terms**

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

#### **24.22 Addition/Deletion of Qualified Offerings**

1. Both parties agree that the intent of this RFP is to establish an initial set of service offerings. The Company recognizes that, as the use of these services expands, it is possible that additional services and/or service categories will be needed. In addition, the Company recognizes that from time to time, hardware and software products that are provided as part of selected bidder's services will be upgraded or



replaced as technology evolve. Replacement and/or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of the Company. For this purpose, a Change Order Procedure will be followed. Company may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The selected bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The selected bidder shall carry out such services as required by the Company. The terms of the contract would apply to such incremental deliverables and services.

2. The selected bidder shall agree that the price for incremental offering cannot exceed the original proposed cost and the Company reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations, the Company has the right to order as much as it wants at those rates. However, this excludes the hardware to be provided by the Bidder at their cost due to under sizing.
3. The Company is under no obligation to honor such requests to add service categories or amend this contract.
4. As a method for reviewing selected bidder's services and Company requirements, the Company will sponsor regular reviews to allow an exchange of requirements and opportunities.
5. All quantities mentioned in this RFP are indicative. The quantities of components to be procured as part of this RFP can be varied by the Company. This also includes the right to modify the number of source systems, targets, reports & statements, dash boards, score cards, concurrent users etc.

#### **24.23 Service Level Agreement and Non-Disclosure Agreement**

1. The Successful Bidder shall execute:
  - a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Company
  - b) **Non-Disclosure Agreement (NDA)**, the selected Bidder shall execute the SLA and NDA within two months the date of acceptance of letter of appointment or as intimated by the Company.
  - c) The stamp duty or any other associated charges to execute the above mentioned document shall be borne by the successful bidder.

#### ***Penalties and Rewards:***

The SLA parameters will be considered for penalties and rewards.

In case the Successful Bidder is unable to meet above service levels, then the BFSL will deduct a sum equivalent to 15% of the monthly dues from the monthly fees due to the Bidder.

However, the BFSL would allow the Bidder to earn-back the above deduction as per the following process:

- 50% of the penalties can be earned back if the Bidder meets all the service level for two consecutive months following the month of non-compliance. For example, if the Bidder is unable to meet any of the service levels, say, in the month of January, then the Bidder can earn back 50% of the penalties when the Bidder will meet all the service levels consecutively in the months of February & March.
- The remaining 50% of the penalties can be further earned back if the Bidder will meet all the service level in the next two months consecutively, that is April & May of the same year.

BFSL will have discretion to terminate the contract, in case the selected Bidder attracts penalty successively for three months during the entire contract period. It is further be clarified that this right is the prerogative of the BFSL only.

#### **24.24 Liquidated Damages**

**a. Liquidated Damages and penalty**

- I. The BFSL will consider the inability of the Bidder to deliver the manpower and other deliverables as per scope of this RFP and proposed Agreement within the specified time limit, as a breach of Contract and would entail the payment of Liquidated Damages on the part of the Bidder. The liquidated damages represent an estimate of the loss or damage that the BFSL may have suffered due to delay in performance of the obligations (relating to delivery, implementation and Training etc.) by the Bidder.

If the Bidder fails to deliver or perform the Services within the time period(s) specified in the Contract, the BFSL shall without prejudice to its other remedies under the Contract deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the complete contract amount until actual delivery or performance, per week or part thereof.

Both the above penalty as well as liquidated damages are independent of each other and are applicable separately and concurrently in addition to the termination of the contract if found desirable by the BFSL.

- II. 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 .
- III. 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.
- IV. The maximum amount that may be levied by way of *penalty pursuant to clause above shall not exceed 10% of the Total Contract value.*
- V. 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.

#### **24.25 Set Off**

Without prejudice to other rights and remedies available to the company it shall be entitled to earmark , set-off or adjust any amounts due to the company, under any clause of the RFP, from the selected bidder Provider against payments due and payable by the company to the selected bidder/Service Provider for the services rendered.

The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

#### **24.26 Information Ownership**

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

#### **24.27 Sensitive Information**

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

Types of sensitive information that will be found on Company's systems the selected bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

#### **24.28 Privacy and Security Safeguards**

The selected bidder shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Company location. The selected bidder shall develop procedures and implementation 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 Company data and sensitive application software & data. The selected bidder shall also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Company location.

#### **24.29 Confidentiality**

1. "Confidential Information" means any and all information that is or has been received by the selected bidder ("Receiving Party") from the Company ("Disclosing Party") and that relates to the Disclosing Party; and 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 or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
2. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes, etc. or any existing or future plans, forecasts or strategies in respect thereof.
3. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be subject to confidentiality forever.
4. Nothing contained in this clause shall limit the selected bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause,

- provided further that the selected bidder shall at no point use the Company's confidential information or Intellectual property.
5. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not use the Company's confidential information or IPR, without obtaining the written consent of the Company.

#### **24.30 Disclosing Party**

- I. The Disclosing Party shall disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the solution provided as a part of the RFP/ Contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
- II. Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- III. In maintaining confidentiality hereunder, the Receiving Party on receiving the Confidential Information and materials agrees and warrants that it shall:
- a. 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, that which is reasonably calculated to prevent such inadvertent disclosure
- b. 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
- c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document
- d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such information and materials, in whatsoever form, including any and all copies thereof
- IV. The Receiving Party who receives the Confidential Information and Materials agrees that on receipt of a written demand from the Disclosing Party, immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
- V. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party

- VI. So far as it is practicable to do so, immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
- VII. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries, the requirements of this paragraph have been fully complied with
- VIII. The rights in and to the data/information residing at the Company's premises, even in the event of disputes shall at all times solely vest with the Company
- IX. The Bidder represents and agrees that during the term of this RFP and subsequent contract, the Company shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non-functioning of Deliverables) is caused due to the willful act or gross willful misconduct of the Company or any of its personnel as certified jointly by the Company and Selected bidder. In such an event, the selected bidder shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP.
- X. The restrictions in the preceding clause shall not apply to:
  - a. Any information that is publicly available at the time of its disclosure or becomes 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
  - b. 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 governmental, 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 disclosure, 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.
- XI. The Confidential Information and Materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document or subsequent agreement
- XII. Confidential Information is any and all proprietary information disclosed by one party to the other. 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. Software in human-readable form (e.g. source code) and the Company's data values stored in computers will be considered Confidential Information whether or not marked as such.
- XIII. The selected bidder shall also undertake to keep confidential all information (written or oral) concerning all facts of the business of the Company, which has been obtained or understood during the course of the assignment.

The confidentiality obligations shall survive the expiry or termination of the agreement/contract between the Selected Bidder and the Company.

#### **24.31 Technological Advancements**

The selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase/decrease in charges, and the Service Levels, to provide the Services to the Company at a technological level that will enable the Company to take advantage of technological advancement in the industry from time to time.

#### **24.32 Intellectual Property Rights**

- I. The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Company agrees and acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor.
- II. During the term of this project and, if applicable, during the Reverse Transition Period, Company grants selected bidder a right to use at no cost or charge the Software licensed to the Company, solely for the purpose of providing the Services.
- III. The selected bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by the selected bidder in performing its obligations under this project. The selected bidder shall also be responsible for renewal of all such licenses from time to time during the contract period. The Bidder shall quote for all such renewals in the commercial bid and in case the Bidder fails to quote for renewal of any licenses in the bid, the selected bidder shall renew such licenses at his cost and the Company shall not pay for other than the commercials mentioned in the price bid.
- IV. The selected bidder shall under no circumstances, allow any associated license to expire and allow any associated software to be out of support during the contract period. If a third party's claim endangers or disrupts the Company's use of the Software, the Bidder shall at no further expense, charge, fees or costs to the Company, (i) obtain a license so that the Company may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the solution in any manner so as to avoid the infringement; or (iii) replace the solution with a compatible, functionally equivalent and non-infringing product.

#### **24.33 Grievance Redressal**

Any Bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to The Head Collections Dept. at [collections@bobfinancial.com](mailto:collections@bobfinancial.com) with the subject "*Grievance with RFP \_\_\_\_\_*". It may please be noted that the grievance can be filed by only that Bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP.

-----End of the Document-----

**Annexures & Appendices****List of Annexures:**

<b>Annexure A1</b>	Eligibility Criteria
<b>Annexure B1</b>	Technical Proposal
<b>Annexure C1</b>	Commercial BID

**List of Appendices:**

<b>Appendix 01</b>	Bid Undertaking Letter
<b>Appendix 02</b>	Conformity letter
<b>Appendix 03</b>	Pre Bid query format
<b>Appendix 04</b>	Proforma for Bank Guarantee format in lieu of DD
<b>Appendix 05</b>	Pre-Integrity Pact