

## **BALMER LAWRIE & CO. LTD.**

**SBU: TRAVEL & VACATIONS** 

CIN-LI5492WB1924GOI004835

# Request for Proposal Setting up of Call Centre for BU – Vacations Exotica

TENDER NO: BL/T&V/MUM/008

Due Date: 27/11/2019 at 1200 Hours IST

Tender No: BL/T&V/MUM/008

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#### **INTRODUCTION:**

Balmer Lawrie & Co. Ltd is a Mini-Ratna-I Public Sector Enterprise under the Ministry of Petroleum & Natural Gas, Government of India along with its six joint ventures in India & abroad. Today it is a much-respected transnational diversified conglomerate with presence in both manufacturing and service sectors. Balmer Lawrie is a market leader in Steel Barrels, Industrial Greases and Specialty Lubricants, Corporate Travel and Logistic Services. It also has significant presence in most other business. It operates, viz, Performance Chemical, Logistic Infrastructures etc.

Balmer Lawrie with brand "Vacations Exotica" is in the business of providing integrated travel and holiday solutions covering a wide range of services that primarily includes International and Domestic leisure holidays and booking of standalone services such as Air & Rail Tickets, Car & Coach, Hotels, Cruise, Sightseeing, Processing of Visas, arranging Travel Insurance etc. Besides retail customers, the vertical also caters to Corporates (MNCs, Private and Public Ltd. Organizations) of high repute, PSUs and various other Govt. departments for their comprehensive business travel requirements and end to end MICE (Meetings, Incentives, Conferences and Exhibitions) movements

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## **CHAPTER 1**

## **NOTICE INVITING TENDER**

Balmer Lawrie Co & Ltd intends to invite tender for the Call Centre Services in relation to selling end to end holiday packages and travel related services for clients in India and abroad for the period of 3 years from the date LOA.

S. No	Description	Details
1	Name of Work: Running of Call Centre for selling end to end holiday packages.	Location -Mumbai/ Navi Mumbai/ Thane city
2	Tender No	BL/T&V-MUM/008
3	Date of availability of tender document	08/11/2019
4	Mode of Selection	Two Bid Tender System
5	Last date and time for submission of bids	27/11/2019 at 1200 HRS
6	Bid Validity	90 days from the date of Submission of the bid
7	Opening of Technical Bid	27/11/2019 at 1300 HRS
8	Presentation to committee	ТВА
9	Opening of Financial Bid	ТВА
10	Earnest Money Deposit (EMD)	Rs. 1,00,000
11	Cost of Bid Document	NIL

#### Earnest Money (EMD)

- a) Interested parties have to submit an interest free EMD of Rs. [1,00,000/- (One Lakh only)] by Demand Draft/Pay Order at our address mentioned below. The DD/PO for EMD should be drawn in favor of BALMER LAWRIE & CO LTD on any Schedule Bank, payable at [Mumbai]. Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No 33105176488, NEFT Code IFSC SCBL0036008) through electronic transfer and proof of transfer of funds deposited with us. Bids received without EMD shall be summarily rejected
- b) MSME/SSI UNITS WITH VALID REGISTERATION WITH NATIONAL SMALL INDUSTRIES CORPORATION LIMITED HAVING UAN NUMBER (NSIC / MSME), FOR THE ITEM TENDERED ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSIT.

NOTE: - Bidder having NSIC/MSME Registration needs to attach copy of valid Certificate applicable for the tendered item. If such bidders are registered as belonging to Scheduled Caste / Scheduled Tribe, the valid certificates for the same also need to be attached

The earnest money of unsuccessful bidders shall be refunded without interest after issue of Letter of Award to the successful bidder or signing of contract whichever is earlier.

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## **CHAPTER 2**

## **PRE-QUALIFICATION**

a	The Bidder's experience in Call Centre Operations (Outbound & Inbound) as on 31.03.2019 should not be less than 5 years	Incorporation Certificate
b	The Bidder's annual turnover from Call Centre Voice Operations in India, during the previous three financial years (2016-2017, 2017- 2018 & 2018-19) should be 5 Crores (minimum) each year	Certificate from CA
С	The bidder must have successfully "completed OR Operational" Call Centre project(s) for " <b>Tour Operator</b> " as on 31.03.2019 in the last 2 completed financial years:	Copies of letter of acceptance and self- certification of completion
d	The organization should not be a blacklisted entity	Self-Certification

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## **CHAPTER 3**

## **General Instructions to Tenderers for E-Tendering**

The Bidder would be required to register on the e-procurement site <a href="https://balmerlawrie.eproc.in">https://balmerlawrie.eproc.in</a> and submit their bids online.

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS <u>IST</u> (MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))				
Please email	your issues before your call helpdesk. Thi		ter.	
	Balmer Lawrie & Co Ltd. , 21, Netaji	Subash Road,		
	Kolkata - 700 001			
	Dedicated Helpdesk for Balmer	Lawrie		
Contact Person	E-Mail ID	<u>Tel. No.</u>	Helpdesk Nos are open from	
1. Mr.TirthaDas (Kolkata)	tirtha.das@c1india.com	+91-9163254290	MON - FRI	
2. Mr.Partha Ghosh (Kolkata)	2. Mr.Partha Ghosh (Kolkata) partha.ghosh@c1india.com +91-8811093299 MON - FRI			
3. Mr. CH. Mani Sankar (Chennai) chikkavarapu.manisankar@c1india.com +91-8939284159 MON - SAT				
4. Ms. Ujwala Shimpi (Mumbai) ujwala.shimpi@c1india.com +91-22-66865608 MON - FRI				
5. Helpdesk Support (Kolkata)		+91-8017272644	MON - SAT	

All the Bidders who do not have digital certificates need to obtain Digital Certificate (with both Signing and Encryption Components). They may contact help desk of M/s C1 India or any other DSC service provider.

#### 1. Pre-Requisites before Login to System (Software requirements.)

- a. Minimum System Requirements:
  - Pentium III or Later Processor
  - Minimum of 128 MB of RAM
  - Minimum 1 USB port (If Certificate is in USB Token)
  - DSC Dongle driver should be installed before logging in
  - Reliable Internet Connectivity
  - Certificate with full chain
  - Certificate should not be expired it should be valid certificate

#### b. Operating System:

- Windows 2000 Professional
- Windows XP
- c. **Browser Version:** 
  - Internet Explorer Versions 6.0 SP2 and above
- d. Java Component:
  - Go to Control panel>Add/Remove Programs>
  - Check whether Java Runtime Environment is installed on your machine or not.
- 2. **Procedure for Bid Submission:** The bidder shall submit his response through bid submission to the tender on e. Procurement platform at https://balmerlawrie.eproc.in by following the procedure given in the Catalogue.
- 3. **Digital Certificate authentication**: The bidder shall authenticate the bid with his Digital Certificate (Class II) for submitting the bid electronically on e. Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e.Procurement platform. All the bidders who do not have Digital Certificates need to obtain Digital Certificate. They may contact Help Desk of C1 India Pvt. Ltd.
- 4. **Bid Submission Acknowledgement:** The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. Tender Inviting Authority and

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C1 India Pvt. Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

- 5. Submission of Hard copies: After submission of bid online, the bidders are requested to submit the demand drafts / Bank Guarantee towards tender fees and / EMD along with other documents as required, to the Tender Inviting Authority before the due date at our office. The bidder shall furnish the Demand Draft and other documents either in person or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. BL shall not take any responsibility for any delay or non-receipt of said documents. If any of the documents furnished by the bidder is found to be false / fabricated, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.
- 6. **Disclaimer Clause:** The Company (Balmer Lawrie & Co. Ltd.) nor the service provider (C1 India Pvt. Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
- 7. The hardcopies should reach the office in c/of Mr. Sanat Kumar Hegde, Marketing Balmer Lawrie & Co Ltd, 4<sup>th</sup> Floor, 5, J.N Heredia Marg, Ballard Estate, Mumbai 400 00, Mob +91 022 61983359, email <a href="mailto:sanat.hegde@vacationsexotica.com">sanat.hegde@vacationsexotica.com</a> on or before the due date (27/11/2019 at 1200 HRS.) of submission of tender.

## **CHAPTER 4**

## **Technical Eligibility Criteria**

#### 4.1. Technical Eligibility Criteria for the Agencies

The Bidder should not have been blacklisted by any Central Government / Public Sector Undertaking as on the date of bid submission. Copy of undertaking signed by authorized signatory should be submitted with the financial bid.

#### 4.2. Evaluation of Proposals

#### (a) Evaluation of Pre- qualification Proposal

The Evaluation Committee intends to evaluate the Technical Proposals, by applying the evaluation criteria as detailed below. Each responsive Proposal shall be given a technical score.

## (b)Evaluation - Presentation of Proposal

- I. The technically qualified Bidders shall make a detailed presentation to the Techno-Commercial Evaluation Committee in a Power Point Format (PPT) (duration of presentation is 20 minutes) for evaluation purposes. This presentation shall be made by eligible Bidders only at Balmer Lawrie & Co Ltd, 4<sup>th</sup> Floor, 5 J.N Heredia Marg, Ballard Estate, Mumbai 400 001.
- II. The Technical Proposals of the qualified Bidders shall be analysed and evaluated and the Technical Proposal Marks (TPM) shall be assigned to the proposal of each Bidder.

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## 4.3 Technical Qualification Criteria

Sr. No	Bid Components	Technical Proposal Marks	Documents Required
1	Prior experience of the Bidder	70	
а	The Bidder's experience in Call Centre Operations as on 31.03.2019.  • 10 years and above – 20 Marks  • 7 to < 10 Years – 18 Marks  • 5 to < 7 years – 15 Marks	20	Self-certified copies of the certificate of Incorporation/registration in the Call Centre operations
b	The bidder must have successfully "completed OR operational" Call Centre project(s) for "India Tour Operator" as on 31.03.2019 in the last 2 completed financial years:  • 4 years and above – 25 Marks  • 3 to < 4 Years – 20 Marks  • 2 to < 3 years – 15 Marks	25	Self-certified copies of relevant work orders in the name of the bidding agency should be submitted along with the technical bid.
С	The Bidder's average annual turnover from Call Centre Voice Operations in India, during the previous three financial years (2016-2017, 2017- 2018 & 2018-19)  • 35 crores and above – 10 Marks  • 15 to < 35 Crores – 8 Marks  • 5 to < 15 Crores - 6 Marks	10	CA Certificate for the turnover from Call Centre voice operations is required
d	The Bidder providing BPO/Call Centre services, must have registered itself with Department of Telecommunication (DoT) as call centre are required to be registered under Other Service Provider (OSP) category.		Self-certified copies of the relevant documents
е	The Service Provider must have at least 200 executives employed in India delivering contact centre voice operations as on 31.03.2019  • 501 executives and above - 5 marks  • 101 to 500 – executives - 4 marks  • 50 to 100 executives - 3 marks	5	Self-certified copies of the relevant documents
f	The bidder should have following certifications at the time of bid submission.  • ISO 27001 or ISO 9001 or Equivalent - 5 marks  OR  L1 vendor has to give undertaking, getting the above any 1 certification within 6 months, post the Purchase Order been raised.	5	

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2	Presentation of Proposal to evaluation committee	30	
а	Overall Implementation methodology	5	
b	Methodology for performing business design	5	
С	Methodology for quality control	5	
d	Methodology of internal review mechanism of deliverables by the service provider	5	
е	Existing and proposed methodology for training of the staff	5	
f	Innovation and features beyond proposed requirements	5	

The Evaluation Committee shall evaluate and rank each Technical Proposal on the basis of the Proposal's responsiveness to the scope using the evaluation criteria and score system specified above. Mentioned below are minimum score for getting qualified:

- a) Prior experience of the Bidder Bidder has to qualify each criteria mentioned in table 4.3 and total score minimum 55 marks to get qualified for giving presentation.
- b) Presentation of Proposal to evaluation committee Post the presentation, evaluation committee will submit their scores. Bidder has to score minimum 15 marks to get qualified for Techno-Commercial Evaluation Committee.

#### 4.4 FINANCIAL ELIGIBLITY CRITERIA

## 4.4.1 Evaluation of Financial Proposals

Financial Proposals of the qualified Bidders as evaluated according to the above mentioned evaluation criteria shall be opened by the Techno-Commercial Evaluation Committee.

In the event of the verification revealing that a Bidder does not have the capability to meet the requirements for establishing Call Centre as the specifications provided in this document, Balmer Lawrie may at its discretion reject the bid. Also, the bids of any Tenderer may be rejected if a conflict of interest between the bidder and the Balmer Lawrie is detected at any stage.

#### 4.4.2 Financial Evaluation

After evaluating the technical bids, Balmer Lawrie shall notify the bidders whose technical bids are qualified as per the technical evaluation criteria. The Commercial bids will be opened on the e-proc platform and the date and time of the opening would be informed well in advanced to the respective qualified bidders. The resultant contract shall be awarded to the bidder with lowest Commercial quote as shall be adjudged by the representatives of Balmer Lawrie. The decision of Balmer Lawrie in this regard shall be final and binding.

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## 4.4.3 Exerting Undue Influence

Bidder shall not contact Balmer Lawrie on any matter relating to this bid, from the time of the submission of Commercial Bid to the time the contract is awarded. Any effort by a Bidder to influence BL's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid.

## **CHAPTER 5**

## **Procedure for submission of bids**

- 1. It is proposed to have a two bid system for this bid
  - Pre-Qualification & Technical Bid
  - Commercial Bid

## 2. Pre- Qualification & Technical Bid

The requisite documents mentioned in chapter 2 and chapter 4.3 has to be submitted only in E-proc platform. After submitting the documents online, in a sealed cover, the EMD/ Security Deposit should be placed in a single sealed envelope super- scribing "Tender No BL/T&V/MUM/008 Setting up of Call Centre"

#### 3. Commercial Bid

Commercial Bid has to be submitted online, in e-proc platform.

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## **CHAPTER 6**

#### SCOPE OF WORK

## **SECTION 1: Business Services**

#### a. Outbound Lead Sales

- Sales Executives will outcall the leads received through digital platform or any other source, which is integrated with the CRM system.
- The Sales Executives will reach out to the client through a call placed from a Dialler, the prospects will be reached within 30 mins of receipt of the digital enquiry.
- The Sales Executives will explain the features and benefits of the package along with the associated price through telephone and via email.
- Sales Executives will focus on closure of the lead on phone and email.
- The payment collection has to be done after the client confirmation and it can be done through different methods mentioned below:
  - Payment link will be sent to the client for payment.
  - If the client wants to pay through NEFT / RTGS, Balmer Lawrie account details should be send to the client.
  - If client wants to pay by cheque / cash / credit or debit card, call center would pass the requisite information to nearest Balmer Lawrie retail outlet to do the service.
- Sales Executives will follow up on the payment received from client and basis confirmation from authorised Balmer Lawrie official, proceed with the booking.
- Visa processing and documentation process will be forwarded to the nearest Balmer Lawrie retail outlet.
- All payment by the customer has to be made in the name of "Balmer Lawrie & Co Ltd"

#### b. Inbound Lead Sales

- Sales Executives will receive leads received through the already existing Balmer Lawrie Toll Free number which is integrated with the CRM system.
- The Sales Executives will explain the features and benefits of the package along with the associated price through telephone and via email.
- Sales Executives will focus on closure of the lead on phone and email.
- The payment collection has to be done after the client confirmation and it can be done through different methods mentioned below:
  - Payment link will be sent to the client for payment.
  - ➤ If the client wants to pay through NEFT / RTGS, Balmer Lawrie account details should be send to the client.
  - If client wants to pay by cheque / cash / credit or debit card, call center would pass the requisite information to nearest Balmer Lawrie office to do the service.
- Sales Executives will follow up on the payment received from client and basis confirmation from authorised Balmer Lawrie official, proceed with the booking.
- Visa processing and documentation process will be forwarded to the nearest Balmer Lawrie office.
- All payment by the customer has to be made in the name of "Balmer Lawrie & Co Ltd"

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#### **SECTION 2: Volume of Leads**

SEASON	VOLUME
Nov - Apr	300 - 400 leads / day
May - Jun	150 – 250 leads /day
Jul - Oct	250 - 350 leads / day

Note: This is only tentative volume and there is no commitment from Balmer Lawrie, as the volume may increase or decrease over the period of time.

#### **SECTION 3 : Balmer Lawrie Call Centre requirements**

Balmer Lawrie proposes to hire **10 FTE** from an existing and operational call centre to handle calls from Balmer Lawrie's existing and prospective customers. The Call Centre will be located in Mumbai / Navi Mumbai / Thane city and receive the queries of callers through **already existing toll free** number and non-toll free number. The call centre would provide services in English and Hindi. The caller will be able choose from the language options English or Hindi through an IVRS prompt and later choose options for group or customized packages and would be accordingly connected to a respective agent.

Following are the key features of the proposed call centre:

No. of Seats A total of 10 seats	
	Team Leader (Ratio 1 : 10)
	Quality Assurance Leader (Ratio 1: 10)
Languages Support English and Hindi.	
Hours of	From 09 AM to 9 PM from Monday to Saturday (except
Operation	national holidays shared by Balmer Lawrie)
Accessibility	Accessible through a Toll Free Number & Non Toll Free Number
Location.	Should be located in Mumbai/ Navi Mumbai / Thane city

## SECTION 4: Call Centre Infrastructure and Technology

- Bidder shall be responsible for providing premises duly equipped with requisite infrastructure like power, lighting, network connectivity, security systems, etc.
- Provision must be made for seating of agents for Balmer Lawrie with proper lighting, air conditioning etc. to ensure sufficient comfort levels to the agents as well as the Balmer Lawrie officials, if any. Other basic facilities like water, toilets, canteen etc. should also be provided.
- Adequate training facilities should also be provided to agents on Balmer Lawrie business processes and guidelines including availability of proper rooms with whiteboards, projectors and other appliances.
- The Call Centre should have the scalability to accommodate/create the additional number of seats, if so required by Balmer Lawrie.

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 Bidder shall arrange for IVRS, Dialler and related hardware, software and network components for running the call centre operations.

#### **SECTION 5: IVR**

- Receive all inbound calls on the telephone number specified by Balmer Lawrie
- And prompts the callers to make their selection(s)
- Ability to identify the service requirement (Group packages or Customized packages)
- Ability to identify state and language based on originating number and IVR should communicate in the language selected by the caller
- Ability to direct the calls to a English / Hindi language speaking agents based on originating number.
- Include speech recognition engine in order to support and interpret multiple languages, especially English
- Provide an easy to configure system that enables the users to change the IVR tree with no hard coding
- Support messages scheduling
- The IVR solution must be capable to capture usage details of each customer as the customer traverses through a call. The IVR solution should have an interface through which usage details can be shared with other solutions.
- The IVR must integrate with the rest of the proposed solution to provide seamless call centre performance
- Bidder shall configure and implement the IVR product and dialler along with any required third party solutions to meet Balmer Lawrie's requirements.
- Bidder shall design the IVR tree structure in consultation and with the approval of Balmer Lawrie. Balmer
  Lawrie may suggest changes and customization in IVR tree structure from time to time, which the bidder
  shall execute within 15 working day at no additional cost.
- There shall also be a provision of ignoring the IVRS and directly landing the call with agent
- In case of additional language request from Balmer Lawrie the bidder should be able to configure the additional language in the IVR.
- Bidder should be able to configure important messages/advertisements on IVR free of cost during the
  waiting period. The content and time period for such messages/advertisements shall be decided by
  Balmer Lawrie.

## **SECTION 6: Computer Telephone Integration (CTI)**

- Should be able to integrate with call centre solution
- It may be interfaced with the Core system of Balmer Lawrie to send/receive data which needs to be populated as per the defined timeline by Balmer Lawrie.
- Ability to generate service requests and register customer details
- On transferring the call to another agent the screen too should be transferred to that agent's screen

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- The CTI must be capable of activating the fast dialling feature of the ACD
- Call events should be handled from the system such as hold, retrieve hold, conference, transfer etc.

#### **SECTION 7: Call Centre application:**

- The software would maintain complete call history of all the inbound and outbound calls at the call centre.
- SMS should be sent to customer mobile number after receiving the call
- The agent would be capturing all the relevant caller information in this for recording customer communication and should be integrated with required Balmer Lawrie applications etc.
- The bidder shall provide Balmer Lawrie with all the data of this application at the time of end of contract period or as and when required by Balmer Lawrie.
- The application must integrate with the CTI and should be able to pull IVR usage details of the customer including all options selected by the customer and all details entered by customer from the time the customer reaches an FTE.

## The bidder shall provide access for all the data of this application and reports to Balmer Lawrie Toll Free Number and other Outbound Numbers:

- 1. Bidder shall use toll free no. provided by Balmer Lawrie for inbound, and for Outbound PRI to be procured after consultation with Balmer Lawrie
- 2. Rentals for toll-free number shall be paid directly by Balmer Lawrie on actuals. And for outbound the rentals will be paid by Balmer Lawrie on actuals.

## **SECTION 8: Automatic Call Distributor (ACD):**

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

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

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

1. Call barging and recording software.

2. Agent's computers, phone sets and head sets.

S.No.	Area	Successful Bidder	BL
1	Call Centre Infrastructure:		
	Office Space for Call Centre Operations		
	Head-Sets		
	Telephone Instruments		
	<ul> <li>Desktop</li> </ul>		
	Other applicable infrastructure components, CCTV		
	etc.		
2	Call Centre application license, implementation,		
	customization and support		
3	IVRS		
4	ACD		
5	Call barging and recording software		
6	PRI Lines for outbound -		
7	Phone Number for Outbound		
8	Network Connectivity		
9	Customization, development, integration of applications with		
	BL's systems, automated SMS / Email gateway	_	

## **SECTION 9: Resource on-boarding and training**

## a. Resource on-boarding

- Bidder shall select & deploy the skilled and qualified manpower as defined in the RFP required for running the Call Centre.
- Balmer Lawrie may depute its officials, at Call Centre location, to ensure quality of service and control over day to day functioning of the Call Centre. The decision of the Balmer Lawrie will prevail in every case of dispute.
- Minimum Manpower Profile Manpower deployed by bidder for VE Call Centre should comply with minimum qualification as mentioned in following table.

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S.No.	Position	Minimum Qualification
1	Agent	<ul> <li>Minimum 12<sup>th</sup> passed and pursuing graduation, preferably graduate or equivalent</li> <li>Knowledge and prior experience of Travel Industry preferred</li> <li>Able to communicate confidently and politely, with good speaking skills</li> </ul>
2	Supervisor / Team Leader / QA	<ul> <li>Minimum 12<sup>th</sup> passed and minimum 2-3 years prior experience of Travel Industry</li> <li>Experience of at least 3 years in Call Centre, or indirect selling / telemarketing in the service industry</li> <li>Experience in coaching and developing skills of people</li> <li>Effective problem-solving and decision-making skill</li> </ul>

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

#### b. Resource training

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

S.No.	Training Area	Responsibility
1	Soft Skills	Bidder
2	Application(s)	Bidder
3	Call Handling Procedures	Bidder
4	BL Business Process Related / Script	Bidder (with support from BL)

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

- BL shall assist bidder in preparing training material (which can be further customized) for business related trainings.
- BL, would provide refresher training to the Team Leaders as a part of train the trainer methodology. The bidder needs to ensure that their Team Leaders provide further in house refresher training to agents.

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#### **SECTION 10: Quality Assurance**

• Each call would have a unique identifier i.e. Call ID and in case there is any query/grievance/any other request, member/provider/other stakeholder shall be intimated about the call id for future tracking purpose.

- Every call received/done from the call centre would be recorded near 100% in the call centre application against the respective agent and Call id.
- To ensure Customer Service Quality, BL, at its discretion, may conduct Regular audits, Random audits and call barging
- BL may do a random sample survey of calls on Call Quality as well as be involved into calls without prior notification on a daily basis. For this purpose administration level permissions to access relevant subsystems/servers (including IVR, ACD, security measures including data & software backups, firewalls, antivirus software updates, etc. related to VE Call Centre Setup)
- To monitor and generate reports including those required for cross-verification of Service Level Agreement's and related payments will be provided by the bidder.
- The call data from the tapes/voice logger should be archived on to hard disk every 15 days. The data on the hard disk should be stored in using such naming conventions that support easy retrieval. These records shall be retained on hard disk for another 90 days. BL might require the records to be kept for longer period of time. Commercials for the same shall be provided by the bidder along with the proposal.
- If it is observed by BL that an agent/Team leader has misbehaved with a caller on telephone, or if complaint is received against any of the agent/Team leader or if his/her performance is found to be lacking in the opinion of BL, BL may instruct the bidder to replace such person for BL Call Centre.
- A facility should be available for BL's monitoring team, external & internal auditors to periodically inspect the functioning of Call Centre.
- Additionally, it should be possible to remotely monitor performance on all SLAs/KPIs and also of all the
  applications provided by the system i.e. real time ACD statistics, calls in queue, number of agents logged
  in, number of FTEs abandoned answered calls, query of the call logs of a particular customer etc. by
  designated Call Centre Coordinator or Call Centre in-charge.

## **SECTION 11: Monitoring & Reporting**

- a) Suitable reporting software should be available to generate standard report formats to measure/verify various SLAs, for monitoring the performance of agents, IVRS, ACD, etc. Bidder has to provide a portal for report viewing by the VE or its designated vendor(s).
- b) Reports should also be available in common format like Excel, PDF, Word, XMLS, etc. & should be configurable to be mailed to a defined mailing list.
- c) The successful bidder shall also assist BL in responding to queries and investigations initiated by the statutory bodies or law enforcement agencies as well as in fulfilling regulatory reporting requirements.

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- d) The Bidder and BL will mutually agree on the format of the reports to be submitted by the Bidder to BL. If BL requests the Bidder to provide customized reports, the Bidder will provide customized reports at no cost to BL. The following reports, but not limited to, must be provided by the Bidder:
  - Reports based on time period/ location wise/ office wise
  - Type of queries/demand/analysis location wise
  - Repeat request and calls analysis
  - Call waiting time
  - Disposal rate through IVRS and agent
  - Lost calls/ unanswered calls
  - System/position log on off or breakdowns
  - Call time (Average Talk Time/Hold Time/Handle Time)
  - Hourly call details
  - Complaints pending for more than defined time period
  - Calls Handled
  - Abandoned Call Rate
  - Delay Before Abandon (Average/ Longest)
  - Time for after Call Work (Wrap Up)
  - Staffing related Report
  - Call origination report (from MOA portal or toll free number)
  - Other monthly MIS, SLA reports, number of agents logged in agent wise, language wise, etc.
  - Any other report as requested by BL

## **SECTION 12: Project Management**

Bidder shall be expected to propose the Governance structure as part of response to the RFP which would be further discussed and finalized mutually between Bidder and BL team at the time of on-boarding. However, some of the key requirements for governance of this project are mentioned as follows.

## A. Steering Committee

The Bidder shall participate in periodic Steering Committee meetings and update Steering Committee on Project progress, Risk parameters (if any), Resource requirements, immediate next project steps, and any obstacles in project. All relevant records of proceedings of Steering Committee should be maintained and shared with the Steering Committee and Project Management Office. Other than the planned meetings, BL may call for Steering Committee meeting with prior notice to the Bidder. The Steering Committee will consist of stakeholders from BL, its nominated agencies (if required) & stakeholders from Bidder.

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#### B. Transition and Exit Management

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

## **SECTION 13: Service Level Agreement**

- The purpose of this Service Level Agreement (hereinafter called SLA) is to clearly define the levels of service which shall be provided by the vendor to BL for duration of the contract. The SLA is intended to establish a clear set of measurable parameters against which the parameters of the vendor can be measured.
- The Vendor and BL shall maintain a monthly contact to monitor the performance of the services being provided by the Vendor.
- The Vendor agrees to the following SLA parameter while providing services to the customers/ callers through the established BL Call Centre. The SLAs shall be monitored periodically and non-adherence of these SLAs is bound to attract penalties as described in the following Clause.

## 13.1 System Availability

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

Objective	To ensure that the period in which no customer could have been serviced is not more than 0.3% of the total period
Definition	This is measured as Total Down time minutes/Total minutes in a month. For example, if there were 2 hours in July, when a customer's call could not have been answered, availability will be; {100-{120/(23x8x60 min)} x 100 = 99.73%
Data Capture	System availability should be captured by the IT systems of the Vendor at the Contact Centre. Period of non-availability should be clearly split by causes i.e. power failure, network downtime, telecom link failure, manpower failure, hardware downtime etc

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#### **Service Level**

SI. No.	System Availability	Penalty
1	>=98%	Nil
2	>=95% but <98%	2.5% of monthly billed amount
3	>=90% but <95%	3.5% of monthly billed amount
4	<90%	5% of monthly billed amount

## 13.2 Key Performance Parameters

Similar to SLAs defined in the following section, there are other critical performance parameters that shall be tracked on a regular basis to evaluate the Call Centre's performance. BL reserves the right to include any of these Key Performance Indicators (KPIs) as part of the SLAs from a future date in consultation with the Vendor. Unlike SLAs, these KPIs shall not be linked to commercial penalties, but the Vendor is expected to maintain and ensure that its performance on these parameters is acceptable. In the daily, monthly and quarterly review meetings BL and Vendor shall jointly take decisions regarding acceptable performance required on different KPIs. If the Vendor fails to meet these expectations over an extended period of time (3 months), then BL would have the right to terminate the contract with the Vendor. The important KPIs are listed as follows:

#### 13.2.1 Call Queue Waiting Time

This is measured as the call waiting time in ACD queue after pressing digit to talk to the agent but before being answered by the agent. To ensure that more than 90% of calls requesting to speak with an agent are attended to within 20 secs.

#### 13.2.2 Call abandonment rate (on ACD)

This is measured as: Number of calls abandoned on ACD/ Number of calls which reached ACD. To ensure that no more than 3% of calls requesting for an agent go unattended.

#### 13.3.3 Call abandonment rate (on IVR)

This is measured as: Number of calls which were abandoned on IVR without execution of a single function/Number of calls which reached IVR. To ensure that no more than 3% of calls on IVR get abandoned without execution of a single function. This SLA will also help to ensure that menus/content on IVR are appropriately designed so that it does not take too long for the customers to be self-serviced through IVR.

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## CHAPTER 7 Terms and Conditions

#### 7.1 PAYMENT TERMS

- The payment will be made within 15 working days, against invoices submitted on monthly basis duly approved by a Balmer Lawrie official
- No Advance payment shall be made by Balmer Lawrie.
- The billing would start from the date of commencement of work as per this PO /LOI. The monthly billing would done on the basis of operating 184 hours per executive in a month (excluding Sundays & 10 public holidays in a year), for staggered shifts, based on requirement.
- While making payments, taxes as applicable will be deducted. TDS certificates for the same will be made available by Balmer Lawrie.
- Payment would be made through Electronic Fund Transfer (EFT). Hence, please ensure that a bank detail submitted by you is correct or submit the latest bank details in the format available with us.

#### 7.2 TAXES AND DUTIES

Bidder shall pay any and all taxes which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties as applicable on the due date of the tender.

## 7.3 EMD / Security Deposit

While submission of bid online, the bidders are requested to submit the demand drafts / bank guarantee towards / EMD, to the Tender Inviting Authority before the due date at our Ballard Estate Office. Earnest Money Deposit can also be made directly to our Standard Chartered Bank (Account No 33105176488, NEFT Code - IFSC SCBL0036008) through electronic transfer and proof of transfer of funds deposited with us. The Earnest Money Deposit of Rs. 1,00,000.00 of the successful bidders will be converted into Noninterest bearing Security Deposit (SD) and shall be retained as Security Deposit till completion of delivery of entire lot. In the event of non-performance of the contract, the security deposit will be forfeited and the contractor will be blacklisted for future tenderers. EMD of unsuccessful bidders will be returned after finalization of the contract.

L1 MSME vendor has to be submit the Rs. 1,00,000 as security deposit

## 7.4 OTHER CONTRACTUAL STIPULATIONS

- **Right to Audit:** BL reserves the right to audit or inspect work performed by the vendor. BL may participate directly or through an appointed representative, e.g., Mutually Agreeable external auditor, in order to verify that the tasks related to this project have been performed in accordance to the procedures indicated.
- NDA Clause: The successful bidder has to sign the 'Non-Disclosure Agreement(NDA)' on Rs. 100/- stamp paper (Non Judicial) from their competent authority as a compliance for the 'Non-Disclosure Agreement' in line with BL's IS Security Policy (The NDA copy is placed as Annexure 2). Purchase orders will not be placed without entering into above NDA.

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#### 7.5 Facilities:

Facility	Minimum Requirements
Location/Space	Call centre services are to be provided from a single physical location and in a single hall/room
Facility Usage	Work Stations are to be provided as the scope involves
Training Rooms and Equipment	Availability of Training Rooms with capacity of not more than 30 participants long with all required connectivity facility should be available.
Video Conferencing	Proper conference room with 24X7 video conferencing facility available at the contact centre.
Power back-up	UPS with Automated Generator Back-up for Uninterrupted power supply.
Environment	Centrally A/C, Adequate Lighting and furniture

#### 7.6 Disaster Recovery:

The bidder is required to have an effective Disaster Recovery system in place. In case of any breakdown of service due to Bidder's deliverables and IT infrastructure failure, the functions carried out from the affected location must be made operational at the same location or at the other location in the degraded mode as per the following matrix.

- At least 50% of the Normal operational status has to be restored within first 48 hours of the disaster.
- 100% operational has to be restored within 72 hours.

#### 7.7 Force Majeure Clause:

- Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil commotion, insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal /state /civil or military, strikes or other industrial disturbances, lockouts and other similar causes / events over which the Contractor has no control.
- If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause / event is given by the contractor to Balmer Lawrie within 14 days from the date of occurrence thereof.
- The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against Balmer Lawrie in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of contractor as to whether the deliveries have been so resumed or not shall be final and conclusive.
- Force Majeure conditions will apply on both sides.

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#### 7.8 Term of the Contract

This agreement shall expire after a period of 3 years from the date of go-live of the Balmer Lawrie Call Centre.

#### 7.9 Indemnity

The Vendor will be required to indemnify and keep indemnified the Company against all losses and claims for injury and damage to any person or any property whatsoever which may arise out of or in consequence of the work and against all claims, demands proceedings damages, cost charges and expenses whatsoever. The company may forward the bidder any such claim demand or complaint made by any other person against the company. In such event, the vendor shall solely be liable for the disposal of the said complaint.

The vendor will be required to Indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including those related to employment. The bidder should adhere to all State and Central Enactments related to employment such as Minimum Wages Act, Workmen Compensation Act, Provident Fund Act, Employees State Insurance Act, Gratuity Act, Bonus Act, Contract Labor [Regulations and Abolition] Act etc. Further, Company will not have any liability towards employment, remuneration or compensation in whatever manner made to the employee of the bidder. Such demand shall be settled by the bidder directly.

#### 7.10 Publicity

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

#### 7.11 Termination of contract

BL may, terminate this contract in whole or in part by giving the Vendor at least 60 days prior written notice indicating its intention to terminate the contract under the following circumstances: The bidder fails to comply with any material term of the Contract.

## a) Termination for Default

BL may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 60 days stating the reason for default to the Vendor and as it deems fit, terminate the contract either in whole or in part:

- If the Vendor fails to deliver any or all of the complete establishment / operationalization / go-live of Call Centre services within the time period specified in the contract OR
- If the Vendor fails to perform any other obligation(s) under the contract

#### b) Termination for Insolvency

Prior to providing a notice of termination to the Vendor, BL shall provide the Vendor with a written notice of 30 days instructing the Vendor to cure any breach/ default of the Contract.

On failure of the Vendor to rectify such breach within 30 days, BL shall terminate the contract by providing a written notice of 60 days to the Vendor, without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BL.

#### C) Termination for Convenience

BL may in its own discretion, by provision of a written notice sent to the Vendor, terminate the contract, either in whole or in part at any time for its convenience. The notice of termination shall specify that

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termination is for BL's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Subsequently, the pending dues and the payments up to the date of termination will be settled accordingly.

## 7.12. Confidentiality

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

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

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

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

Bidder understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause BL irreparable harm, may leave BL with no adequate remedy at law and BL is entitled to seek to injunctive relief. Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party.

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

#### 7.13 Information Ownership

All information processed, stored, or transmitted by Bidder equipment belongs to BL. 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.

#### 7.14 Technological Advancements

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

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## 7.15 Applicable Law

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

#### 7.16 Prices

The prices quoted for the solution and services shall be firm throughout the period of Contract and shall not be subject to any escalation.

#### 7.17 Deduction

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

#### 7.18 Risk and Cost

Any failure on the part bidders, may warrant company (BL), to arrange contracted services under this tender from other service provider which will be at bidders "risk and cost" and the additional amount to be incurred by BL, will be recovered from bidders payment due. Such arrangement will be done at the discretion of BL, as and when BL feels necessary. BL decision would be final in such cases.

#### 7.19 Arbitration

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman & Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the Arbitrator, if any, shall be shared equally by both the parties.

#### 7.20 Resolution of disputes

BL and the Bidder shall make every effort to resolve amicably, by direct informal discussions between the respective Project Managers of BL and the Bidder, any disagreement or dispute arising between them under or in connection with the Contract. If BL's Project Manager and the Bidder's Project Manager are unable to resolve the dispute they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and BL respectively.

If after thirty days from the commencement of such discussions between the senior authorized personnel designated by the Bidder and BL, BL and the Bidder have been unable to resolve amicably a Contract dispute; either party may require that the dispute be referred for resolution through formal arbitration. All questions, claims, disputes or differences arising under and out of, or in connection with the Contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the Contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties failing which the number of arbitrators shall be three, with each side to the dispute being entitled to engage one arbitrator.

The two arbitrators engaged by the parties shall engage a third arbitrator who shall act as the presiding arbitrator. The venue of the arbitration shall be Mumbai / Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Mumbai / Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application

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of either Party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides

## 7.21 Rights reserved by BL

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

#### 7.22 Conflict of interest

Place:

Bids of any Tenderer may be rejected if a conflict of interest between the bidder and the Balmer Lawrie is detected at any stage.

## **DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the Tender No BL/T&V-MUM/008 and hereby confirm our acceptance of the same.

Signature of Tenderer

Date :	Name & Address
	Telephone Nos.
	Office:
	Fax Nos. :

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## PARTICULARS OF THE TENDERER'S ORGANISATION

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co.	
6	Registration No. (Under companies Act )	
7	Whether copy of Incorporation / Registration certificate from ROC (Registrar of company) uploaded	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed	
10	Whether copy of latest Income Tax Return enclosed	
11	GST Registration. No.	
12	Whether copy of GST Registration certificate enclosed	
13	Name of the Banker	
14	Whether registration under MSMED Act	
15	Incase registered MSME, please provide following  a. Registration Number & Copy for the same  b. Whether owner belong to SC/ST category (Kindly give the details)  c. UAN number to be quoted	

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## **CHAPTER 8**

## **COMMERCIAL PRICE BID FORMAT**

Price Bid for "Providing Call Center Services for "Balmer Lawrie – Vacations Exotica"

Description	Quantity	UOM	Rate	Amount
Cost Per FTE Per Month (before taxes)	10	Nos		
GST			18%	
Total Amount with GST				

The rate is inclusive and covers all costs including PF, ESI, other staff amenities, hardware, software, other infrastructure costs, office overheads, establishment expenses, supervision, management costs etc.

The rate is on per FTE per month basis of **184 hours per executive in a month** (excluding Sundays and 10 public holidays in a year), and may expand of incremental lead / call traffic during the period of contract with the same rates, terms and conditions.

Any discrepancy on the above, cost will be deducted on the pro rata basis.

## **Only for Rate Purpose:**

Additional strength in future	Quantity	UOM	Rate	Amount
Cost Per FTE Per Month (before taxes)	15	Nos		
Cost Per FTE Per Month (before taxes)	20	Nos		
Cost Per FTE Per Month (before taxes)	25	Nos		

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## **Annexure 1**

## Code of Conduct for Balmer Lawrie & Co. Suppliers

This Code of Conduct defines the basic requirements placed on Balmer Lawrie & Co.'s suppliers of goods and services concerning their responsibilities towards their stakeholders and the environment. Balmer Lawrie & Co. reserves the right to reasonably change the requirements of this Code of Conduct due to changes of the Balmer Lawrie & Co. Compliance Program. In such event Balmer Lawrie & Co. expects the supplier to accept such reasonable changes.

#### 1. The supplier declares herewith: Legal compliance

• To comply with the laws of the applicable legal system(s).

#### 2. Prohibition of corruption and bribery

To tolerate no form of and not to engage in any form of corruption or bribery, including any
payment or other form of benefit conferred on any government official for the purpose of
influencing decision making in violation of law.

#### 3. Respect for the basic human rights of employees

- To promote equal opportunities for and treatment of its employees irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age:
- To respect the personal dignity, privacy and rights of each individual;
- To refuse to employ or make anyone work against his will;
- To refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual harassment or discrimination;
- to prohibit behavior including gestures, language and physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- To provide fair remuneration and to guarantee the applicable national statutory minimum wage.
- To comply with the maximum number of working hours laid down in the applicable laws;
- To recognize, as far as legally possible, the right of free association of employees and to neither favor nor discriminate against members of employee organizations or trade unions.

#### 4. Prohibition of child labor

To employ no workers under the age of 18;

#### 5. Health and safety of employees

- To take responsibility for the health and safety of its employees;
- To control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases
- To provide training and ensure that employees are educated in health and safety issues
- To set up or use a reasonable occupational health & safety management system.

#### 6. Environmental protection

- To act in accordance with the applicable statutory and international standards regarding environmental protection;
- To minimize environmental pollution and make continuous improvements in environmental protection;
- To set up or use a reasonable environmental management system;

#### 7. Supply chain

- To use reasonable efforts to promote among its suppliers compliance with this Code of Conduct;
- To comply with the principles of non-discrimination with regard to supplier selection and treatment.

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## **Annexure 2**

## **Non-Disclosure Agreement**

With respect to CONFIDENTIAL INFORMATION furnished by the parties to each other, the parties agree as follows:

- 1. That Confidential Information is received by each party for purposes of establishing call centre for BL & carrying on its activities. Confidential Information is defined as meaning information of BL or the VENDOR identified as or relating to its activities, data made available or accessible, data generated during operations, business strategies, business arrangements, computer and network operations, functions and systems architecture which may be disclosed in oral, written, graphic, machine-recognizable, and/ or sample form, inclusive but not limited to any statistical data, MIS reports, client confidential information of BL. In the event of confidential information shared orally, the disclosing party will confirm, in writing within thirty (30) days after such oral disclosure. Each party shall limit dissemination of Confidential Information to only those people or employees of the Vendor, demonstrating and requiring a need to know.
- 2. That up to a period of 1 year after the date of termination of this Agreement, each party shall (a) restrict dissemination of Confidential Information to only those employees who must be directly involved in evaluation of the Confidential Information (b) use the same degree of care as for its own information of like importance and take reasonable care, in safeguarding against disclosure of Confidential Information.
- 3. That each party shall not copy, transmit or otherwise communicate the CONFIDENTIAL INFORMATION, in any form to anyone not having a need to know, without the prior written approval of the other party.
- 4. At the disclosing party's request or upon termination of the Contract for setting up of Call Centre for BL [or if the proposed transaction is not consummated], the receiving party will within 30 days of receipt of such notification:
  - a) Return to the disclosing party all copies of the Confidential Information in its possession [or in the possession of its representatives/ agents/ employees], [whether in written form, electronically stored or otherwise] provided by the disclosing party;
  - b) Destroy all copies of those portions of any documents containing any Confidential Information, and
  - c) If so requested by the disclosing party, deliver to the disclosing party a certificate executed by one of its duly authorized officers confirming compliance with the return or destruction obligation.
- 5. The Vendor shall maintain full confidentiality of the data obtained while answering queries/ complaints of BL"s customers. Under no circumstances the Vendor shall divulge/ reveal/ share such data with any third party without the prior written permission. Vendor shall execute appropriate confidentiality agreements with their employees to maintain confidentiality of such data. Such data collected, if any shall be the property of BL and shall be handed over to BL on expiry of the contract or when asked for during the currency of the contract. The facility should have appropriate electronic access control systems to ensure only authorized personnel have access.
- 6. That nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this Agreement.

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7. That during the term of this Agreement and notwithstanding the other provisions of this Agreement, nothing received by Vendor shall be construed as CONFIDENTIAL INFORMATION which is now available to the public or is disclosed pursuant to the lawful requirement of a Government Agency disclosure is permitted by operation of law, provided that the Vendor before making the disclosure has given prior notice to BL and has made a reasonable attempt to obtain a protective order limiting disclosure and use of the information so disclosed.

- 8. A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.
- 9. This Agreement shall be governed by and construed in accordance with the laws of India.
- 10. It is understood that this Agreement does not obligate either of the Parties to enter into further or continued discussions and assumes no commitment, financial or otherwise.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives and to become effective as of the date first written above.

AGREED: Balmer Lawrie & Co Ltd	xxxxxxxxxxx
By: (Authorized Signature)	By: (Authorized Signature)
Title:	Title:
Date:	Date: