



## **Request for Proposal for Selection of Service Provider for Providing WhatsApp Business API Solution**

Bank of Baroda  
Baroda Sun Tower  
IT Department  
C-34, G-Block  
Bandra Kurla Complex  
Bandra (East), Mumbai - 400 051

**11<sup>th</sup> October, 2023**  
**RFP Reference: BCC:IT:PROC:115:20**

**[A] Important Dates:**

#	Particulars	Timeline
1	RFP Issuance Date	<b>11<sup>th</sup> October, 2023</b>
2	RFP Coordinator Name, Contact details (Bank)	<ol style="list-style-type: none"> <li>1. Mrs. Kanchana Rani, Officer (IT)</li> <li>2. Contact No. - 022-6845-0843</li> <li>3. Email: <a href="mailto:rfp.it.procurement@bankofbaroda.co.in">rfp.it.procurement@bankofbaroda.co.in</a></li> <li>4. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, 603-604, 6th Floor, Kohinoor Square, N.C. Kelkar Marg, R.G. Gadkari Chowk, Shivaji Park, Mumbai – 400028.</li> </ol>
3	Pre-bid Meeting details	<ul style="list-style-type: none"> <li>o Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on <b>18<sup>th</sup> October, 2023 at 03:00 PM.</b></li> <li>o Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on <a href="mailto:rfp.it.procurement@bankofbaroda.com">rfp.it.procurement@bankofbaroda.com</a> by <b>17<sup>th</sup> October, 2023</b> along with pre-bid queries.</li> <li>o Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.</li> <li>o Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.</li> </ul>
4	Last Date of Submission of RFP Response (Closing Date)	<b>03:00 PM on 01<sup>st</sup> November, 2023</b> Mode: Online
5	Eligibility Cum Technical Bid Opening Date	<b>03:30 PM on 01<sup>st</sup> November, 2023</b> Mode: Online <ol style="list-style-type: none"> <li>1.The meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams)</li> <li>2.Bidders are mandatorily requested to send bid submission confirmation with their email address for attending online bid opening meeting on <a href="mailto:rfp.it.procurement@bankofbaroda.com">rfp.it.procurement@bankofbaroda.com</a> id <u>after RFP submission time is over.</u></li> </ol>
6	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.
7	Application Money	<b>"Not Applicable"</b>
8	Bid Security (Earnest Money Deposit)	Rs. 50,00,000/- (Fifty Lakh Only)

9	Mode of bid submission	Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
10	Support details of Online Portal facilitator	ITI Limited, Tenderwizard Helpdesk Team Email: <a href="mailto:eprocurebob@etenderwizard.com">eprocurebob@etenderwizard.com</a> Helpdesk Contact No: +91-80-45811365 & +91-80-45982100 Mr. Senthil:+91- 8693843194 For more details, check under Contact us at home page of e-procurement portal <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>

## **[B] Important Clarifications:**

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. ATP means Acceptance Test Procedure
7. AMC means Annual Maintenance Contract
8. SLA means Service level Agreement
9. NDA means Non-Disclosure Agreement
10. BOM – Bill of Material
11. SI – System Integrator
12. OSD Original Software Developer
13. GeM – Government-e-Marketplace
14. Annual Technical Support (ATS)
15. Central Vigilance Commission (CVC)
16. One Time Cost (OTC)
17. Total Cost of Ownership (TCO)
18. Application Programming Interface (API)
19. NPV mean Net Present Value
20. UAT means User Acceptance Test
21. DC Means Data Centre
22. DR Means Data Recovery Centre
23. Management Information System (MIS)
24. SP means Service Provider

### **Please note:**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. Bidders having Transfer of Technology (ToT) arrangement in sensitive technologies (as defined in point VIII) with an entity having beneficial ownership from land border sharing countries will also require mandatory approval of Competent Authority for participation in this bid.
- III. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- IV. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or

- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- V. The *beneficial owner* for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation—
    - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
    - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VII. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VIII. For Bidders having Transfer of Technology (ToT) arrangement with entities having beneficial ownership in land border sharing countries; following seven technologies are considered as sensitive technologies:
1. Additive Manufacturing (e.g. 3D Printing)
  2. Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
  3. Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
  4. Chemical Technologies

5. Biotechnologies including Genetic Engineering and Biological Technologies
6. Information and Communication Technologies
7. Software

**Confidentiality:**

*This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.*

## Contents

1. Introduction .....	9
2. Project overview and scope of work .....	9
3. Contract period .....	9
4. Pre-Qualification for Submission of Bid .....	9
5. Bid Security (Earnest Money Deposit) .....	10
6. Preference to make in India initiative .....	10
7. Performance Guarantee .....	11
8. Payment Terms .....	11
9. Sub - Contracting:.....	12
10. Service Level Agreement and Non-Disclosure Agreement:.....	14
11. Compliance with Laws: .....	14
12. Termination: .....	14
13. Grievance Redressal and Dispute Resolution: .....	15
14. Governing Laws:.....	15
15. Prevention of Corrupt and Fraudulent Practices: .....	16
16. Information/Cyber-Security Measures/Controls for selected SP.....	11
17. Authorized Signatory: .....	16
18. The bid submission by related parties: .....	17
19. Right to Reject Bids:.....	17
20. General Terms and conditions .....	18
21. Information Confidentiality: .....	24
22. Disclaimer.....	24
Annexure 01 - Guidelines for submission details .....	25
Annexure 02 – Evaluation Terms .....	32
Annexure 03 - Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure .....	40
Annexure 04 – Bid Security letter (Earnest Money Deposit) .....	42
Annexure 05 – Undertaking from the Bidder .....	50
Annexure 06 – Pre-Bid Queries Form.....	52
Annexure 07 – Conformity Letter.....	53
Annexure 08 – Undertaking of Information Security.....	54

<b>Annexure 09 – Letter of Undertaking from OEM/OSD.....</b>	<b>54</b>
<b>Annexure 10 – Project Details Scope of Work.....</b>	<b>55</b>
<b>Annexure 11 – Service Levels.....</b>	<b>75</b>
<b>Annexure 12 – Masked Commercial Bid .....</b>	<b>77</b>
<b>Annexure 13 – Commercial Bid .....</b>	<b>81</b>
<b>Annexure 14 – Binding Criteria for Technical Presentation .....</b>	<b>85</b>
<b>Annexure 15 - Performance Guarantee .....</b>	<b>86</b>
<b>Annexure 16 - Letter of Undertaking from OEM/ OSD on Cloud Security and Compliance (Applicable in case of cloud-based solution).....</b>	<b>90</b>
<b>Annexure 17 – Integrity Pact.....</b>	<b>95</b>
<b>Annexure 18 - Service Level And Non Disclosure Agreement Format.....</b>	<b>100</b>
<b>Annexure 19 – Letter of Undertaking from OEM/ OSD on Compliance to RBI Master Direction on Outsourcing of IT Services RBI/2022-23/xx DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 Dated 23rd June 2022 .....</b>	<b>115</b>
<b>Annexure 20 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls.....</b>	<b>116</b>



## 1. Introduction

- 1.1. Bank of Baroda is one of the largest Public Sector Banks (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/offices overseas including branches of our subsidiaries, distributed in 15+ countries.
- 1.2. Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for Providing WhatsApp Business API Solution.

## 2. Project overview and scope of work

- 2.1. This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a vendor for Providing WhatsApp Business API Solution.
- 2.2. Bank invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure-02 and also in a position to comply with the technical requirement as mentioned in Project Scope Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.
- 2.3. The detail scope of work is mentioned in the annexure 10. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

## 3. Contract period

The bank shall enter in to an agreement with the selected bidder for a period starting from date of the Purchase Order till -2- years from the Go-Live Sign-off date given by Bank officials. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank’s employees; as per the requirements of the contract executed between the Bank and the Vendor. The Bank will have the right to renegotiate these prices at the end of the contract period and Bank can extend the contract as per bank’s requirement for a further period of -1- year on the same terms and conditions.

## 4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in Annexure 10, may submit their bid through Tender Wizard Portal on or before the time line stipulated in the [A] Important Dates.

Bids submitted by any other means other than bid submission in Tender Wizard Portal will not be accepted by the Bank.

## 5. Bid Security (Earnest Money Deposit)

5.1 Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates” at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)” shall be paid through electronic mode or a Bank Guarantee (Annexure 04 – Bid Security Form) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- BARB0BANEAS**

5.2 Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
  - ▶ Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
  - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

### 5.3 Exemption for EMD amount:

Exemption from submission of EMD shall be given to bidders, who are Micro Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document registered under Udyam Registration and the bidders who are startups have to be recognized by Department for Promotion of Industry and Internal Trade (DPIIT) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of such registration certificate, which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of

validity etc., they will be suspended for the time specified in the tender documents. MSE/Startup firms which are in the process of obtaining such certificates will not be considered for EMD and Tender cost exemption.

## 6. Preference to make in India initiative

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make In India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) dated 16-9-2020 issued by GOI.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product.

In case of two or more than two bidders complying with Preference to Make in India initiative are found technically eligible as per Technical Specifications mentioned in Annexure-10 of the RFP, then Commercial bids of only these bidders will be opened.

In case sufficient bidders complying with Preference to Make in India initiative are not found technically eligible as per Technical Specifications mentioned in Annexure-10 of the RFP, then Commercial bids of all technically eligible bidders will be opened.

## 7. Performance Guarantee

- 7.1. The successful Bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 17 to the extent of 10% of the Contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.
- 7.2. In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 7.3. The Bank 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.
- 7.4. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.

## 8. Payment Terms

The vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the vendor in the price bid against such activity / item.

The payment will be released as follows:

### a) Development, Customization, Implementation, Integration and Deployment Cost:

- 50% of Development, Customization, Implementation, Integration and Deployment Cost plus applicable tax after UAT Sign off in the form of Acceptance Test which should be signed by both Bank's identified Project Manager & vendor representative.
- 30% of Development, Customization, Implementation, Integration and Deployment Cost plus applicable tax after go-live sign off from Bank. Go Live Sign Off in the form of Acceptance Test should be signed by both Banks identified Project Manager & vendor representative.
- 20% of Development, Customization, Implementation, Integration and Deployment Cost plus applicable tax after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Bank's identified Project Manager & vendor representative.

### b) Standard Message Charges (WhatsApp message conversation charges):

100% of WhatsApp message conversation charges (Customer Initiated, Business Initiated through API, Business Initiated through Campaign Manager) will be released on actual monthly utilization of message conversation service during the month along with applicable tax in arrears against receipt of service report mentioning the service utilization. The report should be signed by both vendor representative and the Bank's Project / Operation Manager.

### c) Recurring Cost (ATS/AMC/ Support Charges):

100% of Recurring Cost plus applicable tax payable monthly in arrears against receipt of satisfactory service report of previous month from the Bank's Project / Operations Manager.

The payment will be released from IT Department, BCC as per the payment terms on submission of related documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of accepted invoices. Any dispute regarding the invoice will be communicated to the selected vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved. There shall be no escalation in the prices once the prices

are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the vendors must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the vendor, in case of delays or defaults on the part of the vendor. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

Any revision in charges of WhatsApp conversations (business-initiated as well as user-initiated as per Meta's pricing policies, applicable for India) will be as per following scenarios:

**Scenario 1:** Reduction in charges arising out of changes as per Meta's pricing policies, applicable for India.

- i. The reduction in charges should reflect in the billing of WhatsApp conversations, from the date, the policy changes have come into effect.
- ii. If the bidder fails to do so, Bank can recover the same from future payments.

**Scenario 2:** Increase in charges arising out of changes as per Meta's pricing policies.

- i. The bidder should intimate Bank about such increase in charges, in advance.
- ii. Based on bidder's intimation and after due discussions are held between bidder and Bank, the revised charges will be considered and approval can be provided by Bank.
- iii. The revision of charges, in such cases, will be applicable from the next billing cycle, after Bank has given approval for the same.
- iv. Under no circumstances, the bidder can unilaterally increase the WhatsApp conversation charges or any other charges, without Bank's approval.

Any other charges, over and above, the charges for conversations (defined in Meta's pricing policies, applicable for India, for user initiated and business initiated conversations), cannot be revised upwards, without Bank's approval.

## 9. Sub - Contracting:

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.



**10. Service Level Agreement and Non-Disclosure Agreement:**

- 10.1. The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure 20), which contains all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.
- 10.2. All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any, shall be borne by the successful bidder as per article 63 Works Contract of Maharashtra Stamp Act.

**11. Compliance with Laws:**

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. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank 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. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

**12. Termination:**

- 12.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 12.2. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.
- 12.3. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

### 13. Grievance Redressal and Dispute Resolution:

- 13.1. 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 Chief General Manager (IT) at [cgm.it.bcc@bankofbaroda.co.in](mailto:cgm.it.bcc@bankofbaroda.co.in). 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. All letters must be addressed to the following:

Chief General Manager (IT)  
Bank of Baroda, Baroda Sun Tower  
C-34, G-Block, BKC, Mumbai-51

#### Dispute Resolution:

- 13.2. The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.
- 13.3. If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- 13.4. If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 13.5. All questions, 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 OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- 13.6. The seat and place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- 13.7. The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

### 14. Governing Laws:

This RFP and the subsequent contract shall be governed and construed and

enforced in accordance with the laws of India. Both the Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

### **15. Prevention of Corrupt and Fraudulent Practices:**

- 15.1. As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the annexure 19 of this RFP.
- 15.2. Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
  - ▶ “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 AND
  - ▶ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank 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 Bank of the benefits of free and open competition.
- 15.3. The Bank 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.
- 15.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### **16. Information/Cyber-Security Measures/Controls for selected SP:**

The Bidder and third party Service Provider need to provide an undertaking on their letter head as per Annexure-22 to comply with the Information and cyber security controls, on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

Service providers have to ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.

The selected SP has to abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

### **17. Authorized Signatory:**

The selected Bidder shall indicate the authorized signatories who can discuss and



correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

#### **18. The bid submission by related parties:**

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

#### **19. Right to Reject Bids:**

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders

have rendered their services for execution of similar projects.

- ▶ Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

## **20. General Terms and conditions**

- 20.1. The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 20.2. Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 20.3. For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 20.4. Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 20.5. No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 20.6. Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 20.7. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- 20.8. The issuance of RFP document is merely an invitation to offer and must not

- be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 20.9. Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document
- 20.10. Only one submission of response to RFP by each Respondent will be permitted.
- 20.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 20.12. The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 20.13. Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 20.14. The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 20.15. All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. Tender Wizard Portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 20.16. The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"
- 20.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 20.18. All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

- 20.19. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 20.20. Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 20.21. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 20.22. Bidder should submit their Eligibility Cum Technical and Commercial bids through online Tender Wizard portal.
- 20.23. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 20.24. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 20.25. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 20.26. The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 20.27. Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The

Bidder is expected to provide the best option and quote for the same.

- 20.28. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 20.29. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 20.30. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 20.31. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 20.32. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 20.33. By submitting a proposal, the bidder agrees to contract with the Bank within the time period prescribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder and a different bidder may be selected based on the selection process.
- 20.34. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 20.35. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall



be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

20.36. The bidder covenants and represents to the Bank the following:

- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.

20.37. The execution, delivery and performance under an Agreement by bidder:

- ▶ 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;

20.38. The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

20.39. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders

20.40. The Bank 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.

20.41. The Bank reserves the right to extend the dates for submission of responses to this document.

20.42. Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

20.43. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for

clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.

- 20.44. No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 20.45. 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 information of the services being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 20.46. Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 20.47. If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 20.48. The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 20.49. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The 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 Bidder will make all required payments and deposits of taxes in a timely manner.

20.50. Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will

**Request for Proposal for Selection of Service Provider for Providing WhatsApp Business API Solution**

be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics and a clause to this effect shall be included in the agreement/contract.

## **21. Information Confidentiality:**

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

## **22. Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.



## Annexure 01 - Guidelines for submission details

**Technical Bid envelope to contain the following (All the Documents should be signed by authorized representative of bidder)**

Section #	Section Heading	Pro-forma Given
1.	Eligibility criteria compliance with bidder comments and supporting documents	Annexure 02
2.	Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder.	Annexure 03
3.	Bid Security (Earnest Money Deposit) from Bidder (Transaction Details or Bank Guarantee or Bid Security Declaration (For Micro and Small Enterprises (MSE) / Startups)	Annexure 04
4.	Letter of Undertaking from Bidder	Annexure 05
5.	Conformity Letter	Annexure 07
6.	Undertaking of Information Security (Bidder)	Annexure 08
7.	Letter of Undertaking from OEM/OSD	Annexure 09
8.	Executive Technical Summary	Bidder to provide
9.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the Compliance of all technical requirement along with the scope mentioned in Annexure 10
10.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder to provide (signed /Digitally signed documents from authorized representative of bidder)
11.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)	Annexure 12
12.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
13.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)
14.	Letter of Undertaking from OEM/ OSD on Cloud Security and Compliance (Applicable in case of	Annexure 16

Section #	Section Heading	Pro-forma Given
	cloud-based solution)	
15.	Integrity pact (Dully Signed and Stamped by Authorized Signatory on proper stamp paper)	Bidder to provide detailed Annexure 17
16.	Service Level And Non-Disclosure Agreement Format Dully Signed and Sealed (without Stamp duty) from Bidder.	Annexure 18
17.	Letter of Undertaking from OEM/ OSD on Compliance to RBI Master Direction on Outsourcing of IT Services RBI/2022-23/xx DoS.CO.CSITTEG/SEC.xx/31.01.015/2022-23 Dated 23rd June 2022	Annexure 19
18.	Declaration/ undertaking from bidder to comply with the Information and cyber security controls	Annexure 20
<b>Commercial Bid should be strictly as per Commercial bid format (Annexure - 13). Any commercial bid submitted not in conformity with Annexure – 13 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.</b>		

## Guidelines for E-TENDERING

### 1.1 General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda: [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP/RFQ. The Bank has no liability to any Respondent who lodges a late RFP/RFQ response for any reason whatsoever.

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tender wizard Help Desk as per following:

**Helpdesk Contact No.: +91-11-49424365**

**email: [eprocurebob@etenderwizard.com](mailto:eprocurebob@etenderwizard.com)**

**Primary Contact Number**

Mr. Senthil : +91- 8693843194

### Alternate Contact Numbers

- Mr. Sandeep Gautam : +91-8800496478
- Help Desk : +91-8800115821

### Contact No. for other activities

- Registration Help Desk : +91-80-45811365 & +91-80-45982100

(Kindly put “REGISTRATION/PROFILE UPDATE” in the subject line of the email to [eprocarebob@etenderwizard.com](mailto:eprocarebob@etenderwizard.com))

- e-procurement queries : +91-80-45811365 & +91-80-45982100

(Kindly put “E-PROCUREMENT QUERIES” in the subject line of the email to [eprocarebob@etenderwizard.com](mailto:eprocarebob@etenderwizard.com))

*Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.*

### **1.2 Downloading of Tender Document**

The tender document is uploaded / released on Bank of Baroda e-tendering portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

### **1.3 Preparation & Submission of Bids**

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ONLINE” or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

### **1.4 Do's and Don'ts for Bidder**

- ▶ Registration process for new Bidders should be completed within first week of release of tender.
- ▶ The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
- ▶ Bidders have to prepare for submission of their bid documents online well in advance as
  - The encrypt/upload process of soft copy of the bid documents large in number to e-procurement portal may take longer time depending upon bidder's infrastructure and connectivity.
  - To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid.
- ▶ Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.

- ▶ Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- ▶ Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- ▶ Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

## 1.5 Guidelines to Bidders for Electronic Tendering System

### 1.5.1 Pre-requisites to participate in the Tenders

Registration of bidders on e-procurement portal of Bank of Baroda:

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB). The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-80-45811365 & +91-80-45982100 or may download Bidder Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

### 1.5.2 Preparation of Bid & Guidelines for Digital Certificate

The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and

in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per *Indian Information Technology Act, 2000*.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Bank of Baroda as per *Indian Information Technology Act, 2000*. The Digital Signature of this Authorized User will be binding on the Firm.

It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

#### 1.5.3 Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

- Operating System Requirement : Windows 7 & above
- Browser Requirement (anyone from following)
  - Microsoft Internet Explorer (IE) version 11 and above
  - Mozilla Firefox - Latest version
  - Google Chrome - Latest version
- Browser settings
  1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.
  2. Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'Smart Screen Filter' in the browser.
- Supported File Types
  1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
  2. Files with .EXE, .PSD extensions are not allowed
  3. File size not to exceed 5 MB per attachment
  4. All uploaded files should be virus free and error free
- Minimum System Configuration
  1. CPU speed of 2.0 GHz
  2. USB Ports
  3. 2 GB of System Memory (RAM)

4. Anti-virus software should be enabled and updated regularly
- Requirement of utility software
  1. Java Run Time Engine (JRE – 1.8.0) or higher.
  2. Microsoft Office 2003 with MS Word and MS Excel
  3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

## 1.6 Steps to participate in the e-Tenders

### 1.6.1 Online viewing of Detailed Notice Inviting Tenders

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

### 1.6.2 Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading.

### 1.6.3 Online Submission of Tender

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

1.6.4 Close for Bidding: After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

1.6.5 Online Final Confirmation: After submitting all the documents bidders need to click on "Final Submission" tab. System will give pop up "You have successfully completed your submission" that assures submission completion.

1.6.6 Tender Schedule (Key Dates): The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

## 1.7 Important Points

The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.

a. The bidder may modify bids before the deadline for Online Submission of Tender



as per Time Schedule mentioned in the Tender documents.

b. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Bidder Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB)

Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.

## Annexure 02 –Evaluation Terms

### 1. Evaluation process

A two-stage process is adopted for selection of the Service Provider:

- ▶ Stage 1 – Eligibility Bid Evaluation
- ▶ Stage 2 - Evaluation methodology for eligible bidders:
  - Technical Bid Evaluation
  - Commercial Bid Evaluation

During evaluation of the Tenders, the Bank, 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 Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard.

#### A. Eligibility Bid Evaluation

Eligibility criterion for the bidder to qualify this stage is clearly mentioned as below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
<b>A</b>	<b>General</b>		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 3 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must be in the business of providing proposed WhatsApp Business API Solution in India at least for the last 3 years.		Documentary Proof to be attached
3	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 2 years from the RFP date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
4	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the		Undertaking as per Annexure 03 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.		documents from authorized representative of bidder & OSD)
5	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self-certified letter signed by authorized official of the bidder).
6	The Bidder to provide an undertaking on his letter head that all the requirements highlighted as part of RFP document are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from bidder(self-certified letter)
<b>B</b>	<b>Financial</b>		
1	<p>The Bidder must have registered average annual turnover of Rs. 20 Crores or above during the last three completed financial years – 2020-21, 2021-22 and 2022-23* (Not inclusive of the turnover of associate companies).</p> <p>* If 2022-23 Financial Statements of any bidder is unaudited, then Financial statements for 2019-20, 2020-21 and 2021-22 will be considered, along with an undertaking letter from the bidder that FY 2022-23 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2019-20, 2020-21 and 2021-22 are to be submitted.</p>		<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p>

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
2	<p>The Bidder must be Net profit making entity continuously for the last three years i.e. financial years – 2020-21, 2021-22 and 2022-23*</p> <p><b>OR</b></p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p> <p>* If 2022-23 Financial Statements of any bidder is unaudited, then Financial statements for 2019-20, 2020-21 and 2021-22 will be considered, along with an undertaking letter from the bidder that FY 2022-23 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2019-20, 2020-21 and 2021-22 are to be submitted.</p>		<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p>
<b>C</b>	<b>Experience &amp; Support Infrastructure</b>		
1	The Bidder should have implemented WhatsApp Business solution for at least 3 organizations in India in last 3 years. Out of 3 implementation, at least one should be in a Financial Institution.		Documentary Proof of order / contract copy / customer credentials.
2	Bidder shall be authorized WhatsApp partner in India.		Letter from Meta / WhatsApp to be submitted
3	Bidder should have direct support offices in Mumbai / Hyderabad. In case direct support office of the bidder is not present in Hyderabad / Mumbai then an undertaking to be provided by the Bidder stating that direct support would be provided by the bidder at Hyderabad / Mumbai whenever desired by the bank.		Letter of confirmation

The technical bids of only those bidders who qualify the above-mentioned eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability as per Annexure 10.

### B. Technical Bid Evaluation

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation.

Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Criteria	Evaluation Parameters	Sub Scores
Number of implementations carried out (in the last 3 years starting from date of RFP) **	For each Implementation 3 marks. 1 additional mark will be awarded if the implemented in Bank/ Financial Institute.	15
Technical Proposal on Proposed Solution by the Bidder	<p>Technical presentation* will be evaluated on the following parameters:</p> <ul style="list-style-type: none"> <li>• Dashboard User Interface (4 Marks)</li> <li>• Level of compliance, data privacy &amp; cloud security and other security aspects. (4 Marks)</li> <li>• Solution Architecture &amp; Business Continuity (4 Marks)</li> <li>• Use of supported Open-Source Tools/Technology (4 Marks)</li> <li>• Analytical Capabilities and dashboard (4 Marks)</li> <li>• Mechanism to handle redundancy of the conversation (Queuing, Caching etc.) and use of cutting-edge technology. (4 Marks)</li> <li>• Efforts &amp; time required to change the customer journey and fault tolerance mechanism (identification and rectification) (4 Marks)</li> <li>• Testing framework (4 Marks)</li> <li>• Manageability of multiple journeys (customer/non customer, journeys of various languages etc) &amp; ease of reflecting changes to all the journeys. (4 Marks)</li> <li>• Additional features other than scope &amp; Product Roadmap (4 Marks)</li> </ul>	40
Product Features	Demonstration of in-depth understanding of the Bank's project technical and functional requirements mentioned in scope of work.	45
<b>TOTAL MARKS</b>		<b>100</b>

\* Technical presentation must fulfill the binding criteria as mentioned in Annexure 16.

\*\* Copies of Work order / client reference to be provided. Documentary proof for go

live of implementation to be provided.

The vendor should present and demonstrate the proposed solution which will be evaluated on functional requirement given in the RFP. Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary.

In case there is only one bidder having technical score of 70% or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70%, then the Bank, at its sole discretion, may qualify two bidders on the basis of the top two scores. However, the Bank at its discretion may reject the proposal of the Bidder or will not consider bidder below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the bidder could not present or demonstrate the proposed services/projects as described in the proposal or in case the responses received from the customer contacts / site visits are negative or the proposed service/projects/solution does not meet the Bank's functional and technical requirement.

### **C. Commercial Bid Evaluation**

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. The commercial bids submitted by Bidders will be evaluated based on discounted total cost of ownership. The discount rate will be used @ 10%. The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows. Accordingly the L1 (Lowest Bidder) would be arrived at. The calculation performed by the Bank in this regard is as follows:

- The discounted rate will be calculated on yearly basis based on the formula  $A/(1+i/100)^n$  where A= Total Value in each Year; i=10% and n =Year.
- The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.

Any component / service for which the payment is a One Time Cost the NPV cost of the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of Present Value calculation for that year. Further the payment of the OTC component / services is not recurring in nature hence the present value for that component / services will be considered in the year of purchase only and not in subsequent years.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for

disqualification.

The proposal of L1 (Lowest Vendor) shall be recommended for award of contract.

## **2. Commercial Bids Terms**

- a. In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- b. In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost
- c. 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
- d. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- e. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties 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/ duty, 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 GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- f. 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 GST and if the Bank 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 Bank 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 Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- g. Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank 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 Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder”.

- h. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank’s interpretation will be final.
- i. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- j. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- k. Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP

### **3. Price Comparisons**

- a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in this RFP document.
- b. Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank 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 the Bank 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. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
- ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.
  - ▶ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- d. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

**Annexure – 03 Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure**

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

To  
Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm ~~whichever is not applicable~~ incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 and subsequent addendum dated 02<sup>nd</sup> July 2022 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is from such a country. I hereby certify that \_\_\_\_\_ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"



In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

**Annexure 04 – Bid Security letter (Earnest Money Deposit)**

**(Bidder need to provide the Transaction Details of Bid Security (EMD)**

**(in case paid through electronic mode)**

To,

Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Request for proposal for Selection of Service Provider for Providing WhatsApp Business API Solution.**

We ..... having our registered office at ..... (Herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

**Amount:** Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

**Mode:** Online Transfer/Bank Guarantee

**Payment Type:** RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ Bank Guarantee

**UTR / Txn ref. No.** \_\_\_\_\_

**Txn Date:** \_\_\_\_\_

**Remitting Bank:** \_\_\_\_\_

**Remitting Bank IFSC Code:** \_\_\_\_\_

**Beneficiary Account:** Bank of Baroda, Bank Account No. 29040400000417

**Beneficiary Bank IFSC Code:** BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

**Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document**

We ..... having our registered office at ..... (Herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.



**A/C Name:**

**A/C No. (Company account details):**

**IFSC Code:**

**Bank Name:**

**Bank Address:**

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this.....by .....20

Yours faithfully,

**Authorized Signatory**

**Name:**

**Designation:**

**Bidder's Corporate Name**

**Address**

**Email and Phone #**

**❖ Bidder need to provide the Bank Guarantee in following format in lieu of Bid Security Transaction)**

To,  
Bank of Baroda  
.....

Date DD-MM-YYYY

Dear Sir,

**Sub.: Request for proposal for Selection of Service Provider for Providing WhatsApp Business API Solution**

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ..... India (hereinafter referred to as “the VENDOR”) proposes to offer its response to ..... RFP No.. #: (RFP details) ..... (Hereinafter called the “RFP”)

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favor to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as “BANK GUARANTEE”)

AND WHEREAS the VENDOR has approached us, ..... for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed RFP response to you, WE,.....having..... Office at....., India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE, ....., through our local office at ..... India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees .....only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with **Request for Proposal for Selection of Service Provider for Providing WhatsApp Business API Solution**

- the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.
2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
  3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate "provided always that the guarantee shall in no event remain in force after the day of ..... Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
  4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
  5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part of or any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.....( Rupees.....only ) as aforesaid or extend the period of the guarantee beyond the said day of ..... unless expressly agreed to by us in writing.
  6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
  7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all

- our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
  9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
  10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
  11. The Bank Guarantee shall not be affected by any change in the constitution of the Vendor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
  12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
  13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
  14. Notwithstanding anything contained herein above;
    - i) our liability under this Guarantee shall not exceed Rs.....( Rupees.....only) ;
    - ii) This Bank Guarantee shall be valid up to and including the date ..... and
    - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
  15. We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of  
Branch Manager  
Seal & Address

**NOTE:**

1. VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.
3. BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING BRANCH:

BRANCH NAME & ADDRESS: BANK OF BARODA, BKC BRANCH, C-26, G-BLOCK, BARODA CORPORATE CENTER, BANDRA EAST, MUMBAI-400051

IFSC CODE: BARB0BANEAS (FIFTH LETTER IS "ZERO")

4. VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED.



**❖ For Micro and Small Enterprises (MSE) / Startups need to provide Bid Security Declaration in following format in lieu of Form Bid security (EMD)**

To,

Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Request for proposal for Selection of Service Provider for Providing WhatsApp Business API Solution.**

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.

2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

2A. as per the tender / RFP no: .....floated for ..... At para no: ..... a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that I am the authorized person of .....to make the declaration for and on behalf of ..... Letter of Authority for executing declaration is enclosed



**Signed:** (insert signature of person whose name and capacity are shown)  
**in the capacity of :** (insert legal capacity of person signing the Bid Securing Declaration)

**Name:** (insert complete name of person signing the Bid Securing Declaration)  
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)  
Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)  
Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)

**Annexure 05 – Undertaking from the Bidder**

To

Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Request for proposal for Selection of Service Provider for Providing WhatsApp Business API Solution.**

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation.
5. Masked Commercial Bid (Annexure 12) and Commercial Bid (Annexure 13) have been submitted without any deviation. Bill of Materials which have been marked in the masked Commercial Bid is as per the submitted Commercial Bid without any deviation.
6. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".  
(b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
  - i. Name and Address of the Agent - .....(please specify NA if not applicable)
  - ii. Amount and Currency in which Commission paid / payable - .....(please specify NA if not applicable)
  - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here) - .....(please specify NA if not applicable)
8. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may



receive.

9. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

**Annexure 06–Pre-Bid Queries Form**

(Please note that all pre-bid queried need to be send by email in excel format only)

[Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Approach, Work plan, Personnel schedule, Curriculum Vitae, Experience in related projects etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.]

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

<b>Request for proposal for Selection of Service Provider for Providing WhatsApp Business API Solution</b>					
<b>Sr. No.</b>	<b>Page #</b>	<b>Point / Section #</b>	<b>Category (Eligibility/ Scope/Commercial/Legal/General)</b>	<b>Clarification point as stated in the tender document</b>	<b>Comment/ Suggestion/ Deviation</b>
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

**Annexure 07–Conformity Letter**

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

To  
Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Request for proposal for Selection of Service Provider for Providing WhatsApp Business API Solution.**

Further to our proposal dated ....., in response to the Request for Proposal..... (Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory  
Name:  
Designation:  
Bidder's Corporate Name  
Address  
Email and Phone #

**Annexure 8 –Undertaking of Information Security**

***(This letter should be on the letterhead of the Bidder / Manufacturer duly signed by an authorized signatory on Information security as per regulatory requirement)***

To  
Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Request for proposal for Selection of Service Provider for Providing WhatsApp Business API Solution.**

We hereby undertake that the proposed hardware / software / solution to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Further we undertake that the Software/ Hardware and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark

Dated this.....by .....20

Yours faithfully,

Authorized Signatory  
Name:  
Designation:  
Bidder's Corporate Name  
Address  
Email and Phone #



**Annexure 09 - Letter of Undertaking from OEM/OSD**

***(This letter should be on the letterhead of the OEM /OSD/ Manufacturer duly signed by an authorized signatory)***

To

Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Request for proposal for Selection of Service Provider for Providing WhatsApp Business API Solution.**

We ..... (Name of the OEM) who are established and reputable manufacturers / developers of ..... having registered office at ..... (Co. full address) and ..... do hereby authorize M/s ..... (who is the vendor submitting its bid pursuant to the Request for Proposal/Tender issued by the Bank) to submit a bid and negotiate and conclude a contract with you against the Request for Proposal/Tender floated by your Bank by the Bidder for following products/services which are manufactured / developed by us:

**WhatsApp Business API**

We have duly authorized the bidder for this purpose & hereby confirm that the bidder is entitled to resell WhatsApp Services as per mentioned in the RFP. We hereby undertake to perform the obligations as set out in the RFP in respect of such services

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## Annexure 10 – Project Details Scope of Work

### Brief Project Scope

Bank of Baroda intends to have WhatsApp Business API solution allowing Bank to communicate with the customer on WhatsApp Channel.

The Bank for this purpose, invites proposal from prospective bidders. Bidder who is interested in participating in this RFP must fulfil the eligibility criteria mentioned under Annexure-02 and also in a position to comply with the technical specification mentioned in the document to provide the required solution. Apart from above the bidder must also agree to all our terms & conditions mentioned under this RFP

#### a) Project Scope

The Bank intends to select a bidder to Supply, Implementation and Maintenance of WhatsApp Business API Solution. Details of the scope as below:

1. Provide WhatsApp Banking Business APIs, Campaign Manager, MIS portal and develop the Bank's Customer Journey.
2. Take a handover and make the required changes on Bank of Baroda official WhatsApp business account. Mobile Number will be provided by the Bank. Bank may setup multiple number for the WhatsApp Banking Account. Complete setup and verification process will be the responsibility of the service provider. Service Provider will manage the Bank's WABA (WhatsApp Business Account). If Bank desire to change the display name /description during the contract period, the service provider will perform end to end activity for the same as per Meta's applicable policy. The service provider will set up & manage the catalog for Bank of Baroda business account during the contract period.
3. The service provider should have the capability to build new enhancement proposed flows/customer journeys as per Bank requirement time to time during service agreement period.
4. The service provider should have the provision to support multiple categories of customer journeys (customer, non-customer, Business correspondents, Bank staff, etc.) on the same WhatsApp Business account/mobile number. Multiple numbers can also be taken for these different audiences.
5. A tool or any arrangement is required to be developed from the bidder end which shall be given to the bank to access the same by the WhatsApp Banking official for the purpose of monitoring, tracking and reviewing the customer journey.
6. Assist the Bank team to create, provide training and manage the Meta Business Manager (limited to WhatsApp functionality only).
7. Journey to be developed on the existing Mobile Number. During the engagement if Bank decide to migrate the journey to another mobile number or add more mobile numbers then Bank will provide the new mobile number and Service Provider need to make necessary arrangements required for migration the journey on the new number. In such case, complete process of Account setup, configuration, development, deployment etc. will be the responsibility of the Service Provider.

8. Customer Journey to provide interactive services to users using APIs/ services, the solution will be integrated with different applications of Bank which are existing as well as which will be developed in future.
9. Service Provider will take develop and deploy customer journey similar to existing journey within the defined timelines. Banks existing WhatsApp users should be migrated to new setup with any updates or changes in journeys at user/customer level and adoption of new customer journey.(if proposed by the bank). Below is the gist of currently live features (Currently, Journey is available in 3 language i.e. English, Hindi and Gujarati):

SAVE	INVEST	BORROW	SHOP	Profile & Help
<b>Accounts level service</b> -Account Balance -Mini Statement -Statement request -Term Deposit Account -Loan Account -Email ID  <b>Debit Cards services</b> -Debit Card info -Debit Card Blocking -Disable Domestic Transaction -Disable POS/ECOM/ATM txn -Disable International Transaction -Disable POS/ECOM/ATM txn  <b>Cheque Book</b> -Request ChequeBook -Check your Cheque Status -Positive Pay request -Track Cheque book request  <b>Deposits</b> -Deposit Accounts -Interest Rate & service Charges -FD Calculator	<b>Insurance</b> -M/S India First life Insurance  <b>ASBA</b> -Subscribe ASBA service  <b>Demat Services</b> -Open Demat and Trading Account  <b>Government Sponsored Scheme</b> -Open eKVP -Open NPS -Open SCSS Account	<b>Loans</b> -Home/Car/ Personal/Agri /MSME/ bob World Kisan  <b>Digital Loans</b> -Auto/Mudra/ Home/ Personal  <b>Lockers Facility</b>	<b>Baroda FASTag</b> -Buy FASTag -Inquiry FASTag Balance -FASTag Ministatement BARODA  -FASTag inquiry  <b>Value Added Services</b> -Utility Bill Payments -Hotel/ Bus/ Flight booking -Tax Payments Offers	<b>Language</b> -Hindi -English -Gujarati  <b>Registration services</b> -Opt-In -Opt-out -De-register  <b>Disabling of UPI</b> -Block UPI Service  <b>Account Blocking</b>  <b>Disputes Management</b> -Raise a dispute  <b>Locate/ Help Locate - Branch/ATM</b>

<p><b>Digital Channels</b></p> <ul style="list-style-type: none"> <li>-bob World</li> <li>-bob World Internet</li> <li>-BHIM BARODA Pay (UPI)</li> <li>-bob World Tab</li> <li>-Prepaid Card</li> <li>-Credit Card services</li> </ul> <p><b>FOREX service</b></p> <ul style="list-style-type: none"> <li>-BarodalNSTA Smart Trade</li> <li>-FX Retail Facilities</li> <li>-Guidance issuance / lodgement of Forex products</li> </ul> <p><b>Locker Facility</b></p> <ul style="list-style-type: none"> <li>-Locker Details</li> </ul>				
--	--	--	--	--

10. Currently, Bank is providing, 25 API based services and 40+ Non-API Based Services. The Service provider need to replicate the existing customer journey as per the Bank’s format. Bidder need to consider addition of 30+ API based service and 40+ Non-API based service within the deliverables of this scope of work within the Contract Period.
11. The Customer Journey should be capable of auto-answering customer/ user queries. It should offer an interactive dialog interface for engaging user in a chat session. In order to start conversation, WhatsApp Conversation manager shall send an interactive list of options related to different operational areas of application. WhatsApp Conversation manager response shall be based on organizational knowledge base or information retrieved from various applications/ APIs. The customer journey will automatically analyse the User Request, execute required activities, extract relevant information and respond to the user. The response can be predefined text, a text retrieved from a knowledge base that contain different answers, a contextualized piece of information based on data the user has provided, data stored in enterprise systems, the result of an action that the chatbot performed by interacting with one or more backend applications, a disambiguating question that helps the WhatsApp Conversation manager to correctly understand the user’s request. The automated response on customer journey should be immediate.
12. During the contract period, the solution must have the capability to integrate with any Chabot solution, if required by the Bank. During the Contract period if Bank decides to integrate own Chatbot with the Customer Journey then, bidder will provide support to Bank for integration of Bank’s multilingual ChatBot, Contact centre web chat, video chat, cross /up sales Sale interactive messages and response with WhatsApp Business Application. Bidder will also provide support for future integration of other application integration.

13. The solution should have the capabilities of tracking the customer journey with restart and resume of session for specific features/services of WhatsApp Banking. The system should be able to provide a message/reply to the customer to inquire on the journey he/she has left in between. Such illustrative specific features/services are cheque book request, positive pay request etc. and other features/services as and when required/implemented by the Bank.
14. The automated journey should be able to identify the context of the mixed language (like Hinglish) and respond appropriately.
15. The service provider should have the capability to build new enhancement proposed flows/customer journeys as per Bank requirement time to time during service agreement period.
16. The solution should be able to cater the request projections mentioned in the RFP and should be scalable to meet any incremental requirement. Service Provider will do the load testing and provide the load test report certifying solution's load bearing capabilities. Certified Load testing reports to be provided by the service provider in after every major change / development of the functionality.
17. Bidder should support message status support (send, delivered, read), rich messaging support (audio message, location sharing etc.) and template message (template message request / creation via console, template message retrieval via API and template message localization (local language)) support (Supported by WhatsApp/Meta).
18. Implement opt-in campaign for taking consumers consent for sending messages to their WhatsApp accounts. Bidder must implement opt-in campaign through various communication mechanisms like missed calls, SMS, email, QR code Audio, Video etc. The service provider will provide the functionality/API to capture the customer consent for the Opt In. However, all opt In data to be stored at Bank's premises.
19. Real time API or any mechanism to be provided to the third party application to check if a customer is opted in or not if campaigns are initiated from their system.
20. Providing a console to send WhatsApp notification / messages to registered/nonregistered customers of Bank of Baroda.
21. Providing an API to send WhatsApp notification / messages to registered/non-registered users of Bank of Baroda.
22. Providing real-time mechanism to receive messages sent by users through WhatsApp.
23. Messaging framework must be capable of sending messages in various languages (Supported by Meta) and various media formats like image, pdf, video, gif, emojis, stickers etc. allowed by WhatsApp and the file size limit should not be less than that of permissible limit by WhatsApp.
24. The customer journey to be developed in 14 Languages -Hindi, English, Marathi, Gujarati, Tamil, Telugu, Kannada, Malayalam, Punjabi, Oriya, Bengali, Assami, Konkani, Kashmiri. It should be designed and developed such a way that

- flow/functionality change in one language should reflect in other language with least efforts. However, all required translation will be provided by the Bank.
25. System should support all banking use case (Customer acquisition, cross selling/ upselling, servicing like balance enquiry, mini statements, block/ unblock card etc).
  26. Service Provider will provide training on Train the Trainer model for all proposed module and functionalities. All training should include- train the trainer online training.
  27. Any sensitive information of the customer will not be saved at Service Provider's controlled environment. Bidder need to push the required logs, chats, dashboard reports data and the customer data to Bank's environment. All sensitive fields to be saved in encrypted format. There should be zero data loss of the customer conversation with Bank's WhatsApp Business Account.
  28. Details of the proposed architecture, details of redundancy and security setup and infrastructure sizing to be submitted along with the bid response.
  29. The Service Provider must design the solution with high availability, business continuity plan & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work. The DC/DR Drill activity should be performed by the bidder on every quarter as part of mandatory compliance of the Bank. The drill to be performed in non-working hours with Bank's consent with minimum downtime. Subsequently, the certified reports to be shared with the Bank within 2 working days of the drill.
  30. The Service Provider is responsible to arrive at the sizing independently based on the volume and the growth indicated in the RFP. The Bank is not responsible for any assumption made by the Vendor with respect to the sizing. Service Provider shall do proactive monitoring and do capacity planning at regular intervals and do necessary upgrades. However, there should not be any additional cost to the Bank for any software/version upgrade during the contract period (to meet the scalability requirement provided in the RFP). If Service Provider does not meet the performance / service levels of the Bank (Provided in the RFP), the Vendor will carry out the necessary upgrades / replacements at their cost.
  31. Vendor should provide the complete documentation including technical, operations, user manual, etc. Following documents should be delivered by the Vendor to the Bank before software / service become operational, which includes, user manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system debugging/diagnostics documents, test procedures etc. The vendor should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable. The Vendor should also provide the MIS reports as per requirement of the Bank relating to project. By means of diagrammatic / pictorial representations, the Service Provider should provide complete details of the Solution offered, including the project plan for go



- live. Service Provider to also provide details pertaining to data privacy, cloud security for the proposed solution and various layer of risk identification and mitigation measures.
32. Any level / version changes / or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank timely manner.
  33. The developed Customer Journey should support plug and play functionality so that Addition / removal of the functionality should not take more than 4 hours. The journey should be hot upgradable with minimum downtime. No code/ Minimum code required to develop the journey and minimum development and deployment time will be one of the key evaluation criteria of Technical Bid evaluation.
  34. The Service Provider will provide a console/portal where the Bank team may get an idea about the number of services used by the customers. It should have capability to capture number of lead converted during the campaigns.
  35. The service provider needs to setup 3 environments, UAT, pre-production & production for the WhatsApp Banking Application.
  36. The Service Provider should integrate the solution with the existing systems as per requirement of the Bank. Solution integrates with different interfaces using standard message protocols like Web services, APIs etc. Service Provider will co-ordinating with the bank IT team for integration of the Bank's backend APIs with the WhatsApp Journey.
  37. For the API Based service Bank will provide the required API through API interface (middleware/ API gateway). The service provider should have mechanics to trigger the appropriate real-time alert to the stakeholders in case API stops responding/ error response / delayed response. Also, customer journey should able to handle such errors. The journey should not be terminated / halted unanswered. Any error/ delay should not affect the performance of the system. In case of delayed API response or unresponsive API (more than 4 seconds), the journey should be terminated with appropriate error message.
  38. The customer journey should support to enable predefined maintenance message on customer journey during planned/unplanned maintenance activity, within maximum 30 minutes from the intimation from the Bank.
  39. Complete data migration and cleansing from the existing system will be the responsibility of the Service Provider.
  40. Service provider need to submit clear Static Code Analysis Report for any new development/ change (if applicable).
  41. Push Notification API to be integrated with Bank's various source system (like mobile Banking, Internet banking etc) to send notifications to the customer. The backend channel integration support will be the responsibility of the service provider. Push notification, request and response should be bifurcated on channel and category of the messages (Marketing, Utility, Authentication, Service, or any applicable category by Meta during the contract period). The dashboard should have capability to filter report based on these criteria

42. Customer Journey to be integrated with Bank's CRM solution. It should support assign to human functionality. Where it should be able to pass the conversation to live agent by entering specific keyword. It should also able to pass back the conversation flow to automated bots on specific conditions/triggers (like time out, specific keywords or agent-initiated triggers).
43. Service Provider must have ownership or obtain all necessary copyright and other Intellectual Property Right permissions before making any Third Party Material available as Auxiliary Material for the purpose of deliverables under this RFP and resulting contract.
44. The log content should give enough information of a conversation which are all required at time of need. The solution should also have proven abilities of assisting the Bank in maintaining audit trails, audit logs of all its functions/processes.
45. System integration testing will be followed by user acceptance testing, plan for which has to be submitted by the service provider to the Bank. The UAT includes Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load tests etc. BOB staff/ third Party Vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by the service provider. Service Provider to carry out other testing like resiliency / benchmarking / load etc. Vendor should submit the report for all test to the Bank.
46. The system should support block listing of users to prevent user send the spam messages. System should also have mechanism to activate the block functionality with some trigger points like DDoS etc.
47. System should allow incoming messages from the specific countries only and block/allow specific region/country.
48. System should store the data in encrypted form with Bank of Baroda encryption key.
49. As part of implementation Service Provider will audit the system with Cert-In empaneled auditor.
50. Bidder should comply with all the guidelines related to data, encryption, decryption, interception, and confidentiality of data, issued by MEITY and other regulatory authorities from time to time through their website/media/notification in public at no additional cost to the Bank.
51. The system should be able to integrate with Bank's Security Operation.
52. Should have security mechanism inbuilt to the system to ensure unauthorized access to the system is prohibited.
53. Should have end to end encryption / decryption mechanism. Also, should use Hashing Mechanism whenever required.
54. The service provider should conduct the Internal Audit on regular intervals to ensure the compliance and regulations of the bank, which would help to maintain accurate and timely reporting of data. Resolution of the Audit Observations to be completed within 20 days. All critical observations to be resolved within 1-2 days

- (based on the severity). Service Provider will ensure compliance on audit points for the deliverables.
55. The solution / module developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.
- The Bidder should comply with Bank's IS security policy, Regulators Authorities and Law of Land in key concerns areas relevant to RFP:
  - Responsibilities for data and application privacy and confidentiality.
  - Responsibilities on system and software access control and administration.
  - Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor.
  - Physical Security of the facilities, wherever required to be provided by the vendor.
  - Physical and logical separation from other customers of the Vendor, wherever required to be provided by the vendor.
  - Incident response and reporting.
  - Password Policy of the Bank.
  - Data Encryption/Protection requirement of the Bank and the Security requirement of the Bank will be shared with the successful bidder.
56. The Solution should be able to capture the customer feedback of the services. It should also be able to capture the number of leads of various functionality.
57. The Customer Journey should support Radio Button, List View or any supported format by the WhatsApp.
58. The Service Provider to provide an API to identify if a customer is on WhatsApp or not.
59. The customer journey should support the session management. If customer doesn't respond/ communicate for the pre-defined session time, session to be terminated and new session to be created for subsequent communication for the customer.
60. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor. Service Provider should also submit as part of technical Bid an overview of Project Management approach of the proposed engagement.
61. The solution should have AI/ML & NLP capabilities to perform context aware analysis of customer's query and send the same to Bank's middleware in required format for processing. Customer entering text other than the predefined keyword should be captured and analyzed separately to understand the customer behavior.
62. The system deployed should be capable of having an end-to-end conversation in the given languages with the users. If the customer changes language in between

- any journey, the system should be able to identify the language and should be able to reply to the customer in the changed language only.
63. The system should support maximum transactions per second (TPS) supported by Meta with daily capacity of sending approx. 2 crore push notifications/ messages.
64. The Bidder should be able to support Voice Banking based customer journey.
65. The journey should support the following to increase user engagement over Whatsapp:
1. Customer Feedback – Integration with Bank Systems to get feedback and reviews from users.
  2. News and Announcements.
  3. Subscription Messaging.
  4. Customer Survey as and when required by the Bank. The solution should be able to distinguish and act on the context accordingly.
  5. Pushing offers / banners and other promotional activities on different products.
  6. Webchat and video chat with multiple user and receiver functionality and instant connect and scheduling should also be enabled with feedback.
  7. Sales messaging with the interactive responses.
  8. User can create forms for campaign easily and it should be customizable at user end. Time to time vendor has to create such formats in advance.
66. The Service Provider will provide 24x7x365 support for all the deliverables. The support team will proactively monitor the application and timely resolve the issue with coordination with respective stockholders.
67. For any issue reported, Root Cause Analysis and action to be shared within 1 business day in the prescribed format.
68. Service Provider shall maintain the logs of problems, isolation, cause and rectification procedures for building knowledge base for the known problems.
69. Proactively patching and up gradation of the components with Bank's consent. Service Provider will share the monthly report for VA (Vulnerability Assessment) scan. Critical observations to be closed within 48 hours. High Risk Observations to be closed within 72 Hours, Medium Risk observation to be closed within 5 days and low risk observations to be closed by 10- days from the intimation.
70. Provide day to day functional and technical support to Bank through online ticketing system/email/ phone or through remote assistance to address, analyses and fix any technical glitches within the existing features. The scope of technical support includes rectification of errors within the solution, content management, addition or removal of feature(s) from the solution etc.
71. Service Provider will provide Alpha test report of all the functionality before releasing it to the UAT environment.

72. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.

- a. Inform the respective stakeholders.
- b. Diagnostics for identification of systems failures
- c. Protection of data/ Configuration
- d. Recovery/ restart facility
- e. Backup of system software/ Configuration
- f. Provide the RCA.
- g. Proactive action to avoid such incident in future.

#### **b) Campaign Manager**

1. Providing role base console run push notification campaigns.
2. The solution should have ability to generate various MIS reports as per Bank's / regulators / statutory requirements. Vendor to arrange for necessary customizations wherever required during the contract period.
3. The Console should have role based access and should support multi FA for the login.
4. The Campaign Manager should support the Maker-Checker Mechanism.
5. It should support the Campaign Scheduling functionality.
6. Campaign should support the Scalability provided in the projection section.
7. The Campaign Manager should support the Template whitelisting on the portal itself. Where addition of new template, template approval status and deletion of the template should be supported.
8. Campaign Manager should support media upload for the multimedia campaigns.
9. Campaign Manager should support to run campaigns using all media format supported by Meta (i.e. Text, Image, Audio, Video, Document, List, Radio Button etc.)

#### **c) Dashboards/ MIS/ Reports**

1. Campaign Manager and all delivered MIS/ Report Dashboards should support session management. And it should have role-based User Access and should be able to add/delete/update user/agent account. The login should support 2FA.
2. The Dashboard Console to be provided to view summary & detailed reports / MIS of messages or notification sent / received.
3. The Dashboard should also be able to provide the Monthly Billing Information. The Billing reports should be bifurcated Campaign wise /Channel wise and category of message.

4. The MIS should provide reports (but not limited to) like Active users, sessions per day initiated, average daily no of sessions/user, Average daily number of chats handled by BOT, average number of conversations per user etc.
5. Dashboard should also able to show the count of messages with delivered, read, and failed status (bifurcated on various parameters like channel, category of message etc.) It should also provide count of currently active WhatsApp Conversation.
6. Reports need to be real-time and customizable as per Bank's requirement. View daily/weekly/monthly count of messages sent or received (Channel wise) through WhatsApp. It should able to generate Department wise, Service wise, Customer-wise, Date-wise, Product-wise, Category-wise reports. The various reports should be downloadable in standard formats like CSV, XLSX, PDF etc.
7. Providing console to respond to messages received over WhatsApp. Also, it should allow to access historic chat with specific user to the authorized Bank official. The console should have role-based access with minimum 2 factor login.
8. Bidder should provide SLA Monitoring tool. The SLA Monitoring tool should be capable of providing all the SLA Reports and monitoring, as required in the RFP. It should be capable of providing SLA measurement for all the components being delivered by the bidder.
9. All the dashboards should have responsive design.
10. Provide Console to view summary & detailed reports / MIS of messages or notifications sent / received. All SLA, Billing and MIS reports should be audited and certified before going live.
11. Response time for navigating from one page to another page of dashboard should not be more than 2 Seconds.

#### **d) Conversation Billing**

Please refer to <https://developers.facebook.com/docs/whatsapp/pricing/> for definition of Conversation Based Pricing. For billing and payment commercial submitted by the bidder will be referred.

Any change in definition of conversation or billing rule / cycle from the Meta to be timely intimated to the Bank. Based on Service Provider's intimation and after due discussions are held between bidder and Bank, the revised policy/rule will be considered and approval can be provided by Bank. The revision of policy/rule, in such cases, will be applicable from the next billing cycle, after Bank has given approval for the same. Under no circumstances, the bidder can unilaterally change the policy/rule, without Bank's approval.

#### **B. Project Management:**

1. The Service Provider and Bank will share respective escalation matrix. Any change in the escalation matrix will be timely informed to the stakeholders.



2. Billing and payment mechanism will be shared with the successful bidder.
3. Service Provider will submit service delivery report as per the agreed format along with the monthly billing.
4. Regular review meeting will be held to discuss any issues in relation to the provision of the Services. The frequency of such Progress meeting will be weekly during the implementation phase and monthly thereafter, unless other frequency is agreed to by Bank, in writing. The Service provider will distribute the Minutes of the Meeting to all the stake holders.
5. Any regulatory change related to the WhatsApp will be informed by the Service Provider in timely manner.
6. Any new feature introduced by Meta on WhatsApp will be informed by the Service Provider in timely manner. The Service Provider will also suggest the Bank to strategy to incorporate these changes to the existing journey to enhance the experience of the customer.
7. During the contract period if Bank desire to add any new functionality, following process to be followed:
  - a. Bank will share the business requirement document with the Service Provider.
  - b. Service provider will revert back to bank with prerequisites, dependency, gap in requirement (if any) etc within 1 working day of submission of the BRD. Bank will provide the API required for the functionality. API testing (functionality, load etc) will be the responsibility of the service provider.
  - c. Post availability of all prerequisite/ requirement from Bank side, the service provider will submit the development, testing and deployment plan.
  - d. Single functionality should be delivered on UAT within 7 working days and rectification of the observation should be completed within 2 working days (along with alpha test case report)

### **C. Technical and Functional Requirements Evaluation Sheet**

The Bidder should submit the compliance in the strictly in the following format for below mentioned Functional and Technical Specification/requirement. All the Technical and Functional Specification are mandatory. The compliance must be given for each point. No Deviation will be accepted. The necessary documents and Certificates should be submitted.

Functional & Technical scoring will be evaluated on following criteria as part of technical evaluation -

- Requirement available as part of solution (RA) – 2 Marks
- Requirement will be provided as customisation (RC) – 1.5 Marks
- Requirement is feasible and to be developed (RD) – 1 Mark

Total Marking will proportionate to 45 Marks and accordingly bidders “Product Features” marks will be calculated.

<b>Functional Requirement Sheet</b>			
<b>S. No</b>	<b>General Requirement</b>	<b>Marking as per RA/RC/RD</b>	<b>Bidder Remarks</b>
1	The proposed solution should have the capacity to generate customized MIS/reports/dashboard w.r.t to each modules on real time basis as per Bank’s / regulators / statutory requirements.		
2	Web interface should have responsive design and should be able to automatically resize, hide, shrink, or enlarge accordingly		
3	Messaging framework must be capable of sending messages in various message formats like image, pdf, video, emoji’s, radio button, list etc. as allowed by WhatsApp from time to time.		
4	Solution should have capability to manage Opt-In and Opt-out of end users.		
5	WhatsApp Platform should be able to push messages along with various message/media type supported by Meta like image, pdf, video, emoji’s, radio button, list etc.		
6	Vendor should provide detailed reporting dashboard covering message delivery statistics		
7	The messages templates shall be approved on portal only		
8	All the reports related to SLA Monitoring, billing should be available and can also be exported in excel/pdf/.csv etc formats.		
9	Ability to search, view and download conversation with mobile number & account number and thereafter fetch the logs to analyze for troubleshooting and measuring efficiency of the solution.		

10	Ability to view and download outgoing traffic report containing messages sent with delivery status, read status and day wise traffic trend.		
11	The system should able to identify whether the designated number is on WhatsApp Platform or not.		
12	Ability of the system to integrate with existing configuration and setup of Bank		
13	Scalability of the solution to meet any incremental requirement.		
14	Ability to identify the context of the mixed language (like Hinglish) and respond appropriately		
16	Capability to build new enhancements, proposed flows/customer journeys within a defined Turn Around Time		
16	Capability of Integration of Bank's chatbot with WhatsApp Business Application		
17	The proposed system should be audited and certified with a Cert-In empaneled auditor.		
18	Should able to support maximum transactions per second (TPS) supported by Meta with daily capacity of sending approx. 2 crore push notifications/ messages		
19	Support of Voice Banking based customer journey		
20	System should have the capability of increasing engagement of users over Whatsapp through various methodologies		
21	Capability of having an end-to-end conversation in the given language with the users and auto switch of reply language to the customer's switched language in any customer journey or conversation		
22	Ability to make changes to the journey in all languages with minimal efforts.		
23	Capability of providing functional and technical support to Bank through online ticketing		

	system/email/phone within a defined TAT (Turn Around Time)		
24	Provision to support multiple categories of customer journeys like customer, non-customer, business correspondents etc.		
25	Capability of tracking the customer journey with restart and resume of session for specific features/services of WhatsApp Banking as provided by the Bank and providing the appropriate message/reply to the customer		
26	The Service Provider will provide a console/portal where the Bank team may get an idea about the number of services used by the customers. It should have capability to capture number of lead converted during the campaigns.		
27	Ability to have security mechanism inbuilt to the system to ensure unauthorized access to the system is prohibited.		
28	Ability to support session management in customer's journey		
29	Ability to interact with the user and respond to various basic level queries raised in regional languages like Gujarati, Kannada, Marathi etc.		
30	Ability to implement other Regional languages as per industry standards in future as required by the Bank		
31	Capability of running surveys/ polls and ability to distinguish and act on the context accordingly.		

<b>Technical Requirement Sheet</b>			
<b>S. No</b>	<b>General Requirement</b>	<b>Marking as per RA/RC/RD</b>	<b>Bidder Remarks</b>
1	The proposed solution should be capable to integrate with any third party system through API / open messaging format.		

2	System should be able to bifurcate mobile number and the country code.		
3	The proposed system should support mutual TLS.		
4	The proposed system should support message queuing and caching mechanism.		
5	The proposed system should support channel authentication in the provided APIs to avoid unauthorized access.		
6	The system should support latest encryption mechanism.		
7	All dashboard should be enabled with 2FA/ Multi Factor Authentication.		
8	The system should able to detect the DDoS and should have mechanism to prevent the same.		
9	The system should support all media type which is already supported by the WhatsApp.		
10	The system should support delay typing which should allow to put delay in between messages.		
11	All the reports related to SLA Monitoring should be available and can also be exported in .xlsx, csv, pdf file		
12	The system should have detailed analytics capabilities along with representation in graphical format on various factors like utilization of platform, utilization of various services, no of registration, no of opt in opt outs, user language preference, errors, no of repeating customers, no of customers who are registered but not used any services etc.		
13	The system should be able to authenticate through Bank's existing AD - LDAP authentication.		
14	For Push Notification API, Service Provider should provide providing single generic API for sending of all types of messages, with or without media attachments to different recipients.		
15	The Customer journey should support the session management.		
16	Trigger for various alert can be configured for the fault tolerance / identify abnormal behavior of the system.		
17	The system should support hot updation of the customer journey (without/imperceptible downtime).		

18	End to end customer communication should be in encrypted format with latest encryption mechanism. Also the data should be stored in encrypted format.		
19	The system should support block listing of users. So that user cannot send the spam message.		
20	The solution must be designed with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.		
21	On any technical issue the Customer journey should be terminated after predefined time with appropriate error message.		
22	There should be zero data loss of the customer conversation with Bank's WhatsApp Business Account.		
23	All the customer sensitive information to be mandatorily saved in Bank's environment and no data to be saved at Service Provider's premises.		
24	System should support mechanism to block/allow specific region/country.		
25	All the data should able to be separated at logical level (Source, Channel wise etc.)		
26	The Application should support assign to human functionality where should be able to pass the conversation to live agent on specific keyword in the customer journey. It should also able to pass back the conversation flow to automated bots on specific conditions/triggers (like time out, specific keywords or agent-initiated triggers).		
27	The log content should give enough information of a conversation which are all required at time of need. The solution should also have proven abilities of assisting the Bank in maintaining audit trails, audit logs of all its functions/processes.		
28	The Customer Journey should support Radio Button, List View or any supported format by the WhatsApp.		



29	The service provider will provide the functionality/API to capture the customer consent for the Opt In.		
30	Real-time API/mechanism to be provided to the third party application to check if a customer is opted in or not if campaigns are initiated from their system.		
31	The solution should have AI & NLP capabilities to perform context aware analysis of customer's query and send the same to Bank's middleware in required format for processing. Capabilities of AI/ML & NLP to perform context aware analysis of customer's query.		
32	Customer entering text other than the predefined keyword should be captured and analyzed separately to understand the customer behavior.		
33	All provided web consoles should support multi FA for the login.		
34	Push notification campaigns should be able to configure through xlsx / csv files containing details like mobile number, template id, multimedia & dynamic content etc.		
35	Push campaigns should also able to fetch campaign data from the database/csv file/API		
36	All provided web consoles should have role-based User Access and should able to add/delete/update user/agent account.		
37	System should support the Maximum TPS supported by the Meta.		
38	Capability of developing customer journey with zero code/ minimum code and should support plug and play functionality		

#### D. Projections

Bidder need to consider following estimation for the solution design. The solution should meet the below estimations deliverables should be benchmarked to meet the requirement. During the contract period, if the deliverables failed to meet the projected numbers given below, then Service Provider will do the required upgrades without any additional cost to the Bank. However, system should be scalable beyond the projections below. During the contract period if Bank decided to upgrade the system capability beyond the projected numbers, Bank will bear the on premise infra cost however, end to end upgrade will be the responsibility of the Service Provider.

Description	Projections
-------------	-------------

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year
Marketing Conversation	36 Crore	43 Crore
Service Conversation	4 Crore	5 Crore
Authentication Conversation	5000	5000
Utility Conversation	5000	5000
TPS Requirement	Maximum Supported by Meta with capability of running campaigns of 2 Cr per day.	

### E. Delivery

The Solution must be implemented as per project scope within a period of 18 weeks in totality from the date of the purchase order by the Bank. The solution as per the required scope needs to be rolled out as per the delivery timelines as below.

S. No.	Activity	Delivery Schedule
1.	Pre-Implementation Study	1 week from the date of acceptance of Purchase Order.
2.	Submission of scope of work, detailed prerequisites and project implementation plan	2 weeks from the date of acceptance of Purchase order.
3.	Development & Deployment of the Chat flow as per the submitted customer journey	8 weeks from the date of acceptance of Purchase order.
4.	Development/ Customization of the Push notification campaign manager	10 weeks from the date of acceptance of Purchase order.
5.	Development/ Customization of the Push notification API as per the requirement	12 weeks from the date of acceptance of Purchase order.
6.	Development / Customization of required MIS/ Dashboard	14 weeks from the date of acceptance of Purchase order.
7.	Development / Customization of the remaining add on features.	18 weeks from the date of acceptance of Purchase order.

In case the deadlines are not met then Service Provider will have to pay penalty to Bank of Baroda @ 1% of implementation cost inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5% of the onetime implementation cost. If delay exceeds two weeks from due date of implementation, Bank of Baroda reserves the right to cancel the entire order.

Any delay due to the Bank's dependency will not be considered under Service Provider's scope and will be excluded for the delay calculation. However, in this regards, Service Provider need to obtain proper certificate from Bank's project Manager.

**Annexure 11–Service Levels**

The Vendor understands the scale of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP.

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor.
- Time bound problem addressing team (onsite/offsite) for the complete contract period.
- Vendor to arrange for updating required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

Vendor will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.

**Uptime percentage** - 100% less Downtime Percentage

**Downtime percentage** - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

**Total Available Time** – 24 hours per day for seven days a week excluding planned downtime

**Unavailable Time** - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.5% > A >= 99.0%	2% of cost of monthly recurring charges
99.0% > A >= 98.0%	4% of cost of monthly recurring charges
A < 98.0%	Penalty at an incremental rate of 1% (in addition to a base of 4%) of cost of monthly recurring charges for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent monthly payment. The SLA charges will be subject to an overall cap of 10% of the Monthly payment and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an uptime of 99.5% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Mumbai in favor of Bank of Baroda for the same within 15 days from the notice period from the Bank.

**bob**  
World



**Note:** Solution downtime occurring due to factors attributable to the bank and acknowledged by Bank will not impact the SLA.



## Annexure 12–Masked Commercial Bid

(AMT in Rs.)

Please ensure that Annexure 13 Commercial bid is not uploaded with the Technical bid as it will be opened during commercial bid evaluation in second stage. In case any commercial details are found in the eligibility cum technical bid document set, entire bid is liable to be rejected.

A. One Time Cost						
S. No.	Description	One Time Cost	Total Amount without GST	GST Amount	GRAND TOTAL Amount Including GST	
1	One Time Migration, Implementation, Customization, Training of customer journey (in 14 Languages), Campaign manager & MIS dashboard as per the Scope given in Annexure 10.	0.00	0.00	0.00	0.00	
Total Cost for Line Item A			0.00	0.00	0.00	
B. Recurring Cost						
S. No.	Description	Year 1 Cost	Year 2 Cost	Total Amount without GST	GST Amount	GRAND TOTAL Amount Including GST
1	Annual Platform Usage and Maintenance Charges, if any	0.00	0.00	0.00	0.00	0.00

2	Support Cost			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Cost for Line Item B</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>C. Standard Message Charges*</b>									
S. No.	Description	Unit Cost	Year 1 Unit	Year 1 Cost	Year 2 Unit	Year 2 Cost	Total Amount without GST	GST Amount	GRAND TOTAL Amount Including GST
1	Marketing Conversation	<b>0.00</b>	36,00,00,000	<b>0.00</b>	43,00,00,000	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
2	Utility Conversation	<b>0.00</b>	5,000	<b>0.00</b>	5,000	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
3	Authentic Conversation	<b>0.00</b>	5,000	<b>0.00</b>	5,000	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
4	Service Conversation	<b>0.00</b>	4,00,00,000	<b>0.00</b>	5,00,00,000	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



<b>Total Cost for Line Item C</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Cost of Ownership (TCO) (A+B+C)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Note:**

\* Quantities shown in the table are indicative only and payment will be made as per payment terms based on actual utilization.

Please note that Year 2 rates for all the line items will be applicable for the Year 3 also, if Bank intends to extend the contract for the 3rd Year also as per Bank's discretion.

The Bidder shall quote the Prices in the format mentioned above. Prices to be filled in yellow color boxes (in commercial excel sheet) only.

Please ensure that this Annexure 13 Commercial bid is not uploaded with the Technical bid as it will be opened during commercial bid evaluation in second stage. In case any commercial details are found in the eligibility cum technical bid document set, entire bid is liable to be rejected.

**We abide by following terms and conditions:**

- a. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- b. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.





- c. If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- d. All Deliverables to be supplied as per RFP requirements provided in the tender.
- e. The Service Charges need to include all services and other requirement as mentioned in the RFP.
- f. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- g. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. There will be no price escalation for 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.
- h. All Quoted Commercial Values should comprise of values only up to 4 decimal places. Bank for evaluation purpose will consider values only up to 4 decimal places for all calculations & ignore all figures beyond 4 decimal places.
- i. All prices should be in Indian Rupee (INR) only. Bank will deduct applicable TDS, if any, as per the law of the land.
- j. Commercial quote signed is final.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

### Annexure 13–Commercial Bid

(AMT in Rs.)

Please ensure that Annexure 13 Commercial bid is not uploaded with the Technical bid as it will be opened during commercial bid evaluation in second stage. In case any commercial details are found in the eligibility cum technical bid document set, entire bid is liable to be rejected.

A. One Time Cost						
S. No.	Description	One Time Cost	Total Amount without GST	GST Amount	GRAND TOTAL Amount Including GST	
1	One Time Migration, Implementation, Customization, Training of customer journey (in 14 Languages), Campaign manager & MIS dashboard as per the Scope given in Annexure 10.	0.00	0.00	0.00	0.00	
Total Cost for Line Item A			0.00	0.00	0.00	
B. Recurring Cost						
S. No.	Description	Year 1 Cost	Year 2 Cost	Total Amount without GST	GST Amount	GRAND TOTAL Amount Including GST
1	Annual Platform Usage and Maintenance Charges, if any	0.00	0.00	0.00	0.00	0.00

2	Support Cost			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Cost for Line Item B</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>C. Standard Message Charges*</b>									
S. No.	Description	Unit Cost	Year 1 Unit	Year 1 Cost	Year 2 Unit	Year 2 Cost	Total Amount without GST	GST Amount	GRAND TOTAL Amount Including GST
1	Marketing Conversation	<b>0.00</b>	36,00,00,000	<b>0.00</b>	43,00,00,000	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
2	Utility Conversation	<b>0.00</b>	5,000	<b>0.00</b>	5,000	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
3	Authentic Conversation	<b>0.00</b>	5,000	<b>0.00</b>	5,000	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
4	Service Conversation	<b>0.00</b>	4,00,00,000	<b>0.00</b>	5,00,00,000	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

<b>Total Cost for Line Item C</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Cost of Ownership (TCO) (A+B+C)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Note:**

\* Quantities shown in the table are indicative only and payment will be made as per payment terms based on actual utilization.

Please note that Year 2 rates for all the line items will be applicable for the Year 3 also, if Bank intends to extend the contract for the 3rd Year also as per Bank's discretion.

The Bidder shall quote the Prices in the format mentioned above. Prices to be filled in yellow color boxes (in commercial excel sheet) only.

Please ensure that this Annexure 13 Commercial bid is not uploaded with the Technical bid as it will be opened during commercial bid evaluation in second stage. In case any commercial details are found in the eligibility cum technical bid document set, entire bid is liable to be rejected.

**We abide by following terms and conditions:**

- a. For each of the above items provided the vendor is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- b. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.



- c. If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- d. All Deliverables to be supplied as per RFP requirements provided in the tender.
- e. The Service Charges need to include all services and other requirement as mentioned in the RFP.
- f. The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- g. Prices quoted by the Vendor should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. There will be no price escalation for 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.
- h. All Quoted Commercial Values should comprise of values only up to 4 decimal places. Bank for evaluation purpose will consider values only up to 4 decimal places for all calculations & ignore all figures beyond 4 decimal places.
- i. All prices should be in Indian Rupee (INR) only. Bank will deduct applicable TDS, if any, as per the law of the land.
- j. Commercial quote signed is final.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory  
Name:  
Designation:  
Vendor's Corporate Name

## Annexure 14 – Binding Criteria for Technical Presentation / Product Demo Session

The following criteria must be adhered to by all bidders, in connection with the technical presentations / product demo during the bid selection process:

- At least one senior representative from bidder's organization should be present in the technical presentations / product demo.
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the vendor in the technical presentation / product demo should be the same ones that actively drive the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation / product demo, allowing ample time and scope for question-answers.
- Focus of the presentation / product demo should be on the specifics of the approach / methodology being proposed for the Bank.
- Both technical and administrative aspects of the project should be given suitable coverage.
- All aspects of requirements (technical scope) in the RFP should be covered in the presentation / demo.
- All RFP requirements that are not covered by the proposed plan, or not adhered to, should be clearly brought out in the technical presentation / product demo, along with reasons / justification on why they will not be covered.
- Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation / product demo, along with the justification.
- Bank's evaluation and scoring on all aspects including technical presentation / product demo are final and non-negotiable.
- Focus should be on bringing out clearly what is specific / different / novel about your approach, not on beefing up the presentation with commonly known and/or spurious information.

**Annexure 15-Performance Guarantee**

**BANK GUARANTEE**

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

WHEREAS M/S ..... (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. .... dated ..... (Hereinafter referred to as "PO") for .....

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. .... Dated ..... For ..... (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favor for Rs..... /- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE,....., a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its ..... Office at ..... and a branch interalia at..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address) .....through our local office at..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs. .... /-(Rupees .....



only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-(Rupees ..... only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after ..... (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. .... /-( Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said ..... (Date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the

- Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
  8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
  9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforce and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
  10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
  11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
  12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
  13. Notwithstanding anything contained herein above;
    - a. our liability under this Guarantee shall not exceed Rs. ..../- (Rupees .....only)
    - b. this Bank Guarantee shall be valid and remain in force up to and including the date ..... and
    - c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
  14. We have the power to issue this Bank Guarantee in your favor under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the ..... day of ..... 20.....

For and on behalf of  
Branch Manager  
Seal and Address

**NOTE:**

1. VENDOR SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.
3. BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING BRANCH:  
BRANCH NAME & ADDRESS: BANK OF BARODA, BKC BRANCH, C-26, G-BLOCK, BARODA CORPORATE CENTER, BANDRA EAST, MUMBAI-400051  
IFSC CODE: BARB0BANEAS (FIFTH LETTER IS "ZERO")
4. VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED.

**Annexure 16 - Letter of Undertaking from OEM/ OSD on Cloud Security and Compliance (Applicable in case of cloud-based solution)**

**(This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized signatory)**

To  
Chief General Manager (IT)  
Bank of Baroda, Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Request for Proposal for Selection of Service Provider for Providing WhatsApp Business API Solution.**

We ..... (Name of the OEM / OSD) who are established and reputable manufacturers / developers of ..... do hereby undertake the following:

1. The proposed solution is complying with the Information security policy of the bank for the applicable solution requirements mentioned in RFP.
2. The solution will be able to integrate with Bank's Active Directory security policies and authentication framework.
3. The solution will be offered at dedicated environment to have better control over Bank's data due to compliance / security related aspects.
4. The solution conforms to the following industry level certifications:
  - ISO 27001:2013
  - ISO 27017
  - SOC 1 / SOC 2 / SOC 3
  - ISO 27018
5. We ..... (Name of the OEM / OSD) who is responsible for:
  - Data and application privacy and confidentiality
  - System and software access control and administration
  - Custodial responsibilities for data and other information assets
  - Physical Security of the facilities where the Bank's data resides
  - Physical and logical separation from other customers
  - Defining and following Incident response and reporting procedures
  - Complying with the Password Policy of the Bank
  - Complying with the Data Encryption / Protection requirement of the Bank
  - Integration with Single Sign on / Single Sign on Capabilities inbuilt

6. In case, if a government demand is received for any data, the below mentioned process has to be followed:

- Disclose customer data when legally required and only after attempting to redirect the request to the customer.
- Resist government demands that are invalid.

7. The location of Cloud server should be in India.

We hereby attach our response against the various requirement of Bank as follows.

	<b>Subject</b>	<b>OEM Response</b>
1.	<p><b>Right to Audit:</b> Service Provider should provide right to audit as similar to what Bank is having with other shared data centers in India. Bank must have “Rights to Audit” the SP's compliance with the agreement including rights of access to the SP's premises where relevant records and Bank’s data is being held. It also include audit rights for the Bank or its appointed auditor (nominee) or regulators as an integral clause in the service agreement.</p>	
2.	<p><b>Data and Information Security:</b> SP to ensure following</p> <ul style="list-style-type: none"> <li>▪ Data integrity management.</li> <li>▪ To provide full disclosure regarding security practices and procedures as stated in their SLAs</li> <li>▪ Specific identification of all controls used during the data lifecycle.</li> <li>▪ To maintain a fundamental philosophy of knowing where Bank’s data ( Logical /Physical)</li> <li>▪ To determine who should access the data, what their rights and privileges are, and under what conditions these access rights are provided and maintain a “Default Deny All” policy</li> <li>▪ To define and identify the data classification. SP to enforce the Bank’s access requirements based on data classification.</li> <li>▪ To encrypt data at rest and encrypt data in transit.</li> <li>▪ To share what compartmentalization techniques are employed to isolate Bank data from other customer’s data</li> <li>▪ Sharing of encryption management with Bank on multi-tenant storage.</li> <li>▪ To comply with data retention and destruction schedules/Policy provided by Bank, SP to certify on Bank’s request destroying all data at all locations including slack in data structures and on the media. The Bank will have right to audit this practice.</li> <li>▪ Understand the logical segregation of information and protective controls implemented.</li> <li>▪ Understand Cloud provider policies and processes for data retention and destruction and how they compare with internal organizational policy.</li> <li>▪ Perform regular backup and recovery tests to assure that logical segregation and controls are effective.</li> </ul>	

	<ul style="list-style-type: none"> <li>▪ Ensure that Cloud provider personnel controls are in place to provide a logical segregation of duties.</li> <li>▪ To provide Forensic Investigation Support as and when required by the Bank.</li> <li>▪ To comply with Bank's RTO/RPO requirement and retention policy.</li> </ul>	
3.	<p><b>Application and Process Security:</b></p> <ul style="list-style-type: none"> <li>▪ SP application should meet the requirements for zoning security, and prevent direct access from the user interface layers to the database layers. The application needs to follow a multi-tier deployment model to achieve this.</li> <li>▪ The SP application should conform to Open Web Application Security project guidelines on web application security, including protection against SQL injection, cross-site scripting, data validation for special characters etc.</li> <li>▪ The application should conform to applicable security guidelines from relevant standards. E.g. ISO/IEC 27017, ISO/IEC 20018.</li> <li>▪ The application executable files and the source code need to be secured from unauthorized access and possible theft.</li> <li>▪ If the application is deployed on the Cloud using native multi-tenancy features offered by the application, privacy of data across tenants or entities needs to be ensured through appropriate access control mechanisms</li> <li>▪ Application should clearly log business errors and technical errors separately to support separation of duties between business users and data Center operator.</li> <li>▪ User access to sensitive data needs to be controlled</li> <li>▪ SP to comply with Bank's password management policy.</li> <li>▪ Features like session timeouts and restricting logins to office hours should be implemented to enhance security</li> <li>▪ The application should clear sensitive data like passwords from memory immediately after it is processed.</li> <li>▪ Application level support for definition of users, roles, and exception management functions is to be ensured</li> </ul>	
4.	<p><b>Integration with external applications:</b></p> <ul style="list-style-type: none"> <li>▪ Application needs to have well defined APIs and application needs to ensure that only authorized application can invoke such APIs.</li> <li>▪ The application must have extensive audits to log all transactions and important non transactional activities. The application needs to implement maker-checker principle for activities like important business parameter updates.</li> <li>▪ The application should provide a mechanism to purge old data (after archival if required) while maintaining transactional integrity.</li> <li>▪ The application needs to provide a documented mechanism, preferably a tool for application monitoring.</li> <li>▪ The application needs to provide a documented mechanism, preferably a tool for reporting important errors and taking automated actions.</li> </ul>	



5.	<p><b>IT Infrastructure Security of public cloud consist monitoring as under:</b></p> <ul style="list-style-type: none"> <li>▪ Virtual environment security: It includes resource allocation, hardening of OS, VM image encryption, VM monitoring, USB disabling on VMs, VM should be kept on dedicated partition and IP addresses should not be shared.</li> <li>▪ Encryption and Key Management: Depending on sensitivity data is to be encrypted, transport layer encryption is to be ensured using SSL, VPN Gateway, SSH and TLS encryption. End-to-end process for managing and protecting encryption keys to be established and documented. Compliance is to be ensured in ongoing basis.</li> <li>▪ Monitoring: Devices may be integrated with Bank's SOC for continuous monitoring for access monitoring, threat monitoring, audit logging, system usage monitoring, protection of log information, administrator and operator log monitoring, fault log monitoring.</li> </ul>	
6.	<p><b>Physical and Logical Security:</b></p> <ul style="list-style-type: none"> <li>▪ The SP infrastructure including servers, routers, storage devices, power supplies, and other components that support operations, should be physically secured. Safeguards include the adequate control and monitoring of physical access using biometric access control measures and closed circuit television (CCTV) monitoring.</li> <li>▪ A security plan for the physical environment should be implemented. Bank should have audit rights on complete physical setup. Data should be have relevant standard certifications and accreditation.</li> </ul>	
7.	<p><b>Logical Security:</b></p> <ul style="list-style-type: none"> <li>▪ In a SP environment where business critical data and information systems are coexisting at multiple places, logical security has a very important role in securing the data. To manage logical access Bank should design access using username, password, OTP, RSA Token, Biometric Authentication, etc.</li> </ul>	
8.	<p><b>Legal Issues:</b></p> <ul style="list-style-type: none"> <li>▪ There are various laws like Information Technology Act, Data Privacy Act, Data Retention Directive, E-Privacy Directive, E-Commerce Directive, will be applicable to SP providers and also the customers of the Cloud service. Compliance with Indian data privacy law is expected at all times. It will be mandatory to protect the data privacy as per this law. SP should comply with such laws.</li> </ul>	
9.	<p><b>Operational Security:</b></p> <ul style="list-style-type: none"> <li>▪ In view of operational security concerns like BCP, DRP, SLA etc., SP need to submit various reports as required by the bank, time to time for internal or regulatory reporting purposes.</li> </ul>	
10.	<p><b>Miscellaneous:</b></p> <p>SP to ensure the following requirements are met</p> <ul style="list-style-type: none"> <li>▪ Compliance with Information Security of the Bank as applicable on relevant aspects</li> </ul>	



	<ul style="list-style-type: none"> <li>▪ Protection mechanism (physical and logical) SP has in place for the actual hardware where Bank's data will be stored on.</li> <li>▪ Incident management, business continuity and disaster recovery policies, and processes and procedures of service provider (SP) and should include reviews of collocation and back-up facilities.</li> </ul>	
11	<p><b>Government requests for audits, compliance etc.</b> In case, if a government demand is received for any data, the below mentioned process has to be followed:</p> <ul style="list-style-type: none"> <li>▪ Disclose customer data when legally required and only after attempting to redirect the request to the customer</li> <li>▪ Resist government demands that are invalid</li> </ul> <p>Prior written permission needs to be taken from the bank for all such requests.</p>	

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

## Annexure 17 – Integrity Pact

### PRE CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT on Stamp Paper of Rs.600/-)

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_.

Between

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051(hereinafter referred to as "BOB"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

And

.....hereinafter referred to as "The Bidder".

#### **Preamble**

BOB is one of the nationalized PSU Bank having its presence through its 8100+ of branches and 95+ administrative offices throughout India and 15+ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for..... The BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

In order to achieve these goals, the BOB will appoint Independent External Monitors (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 - Commitments of BOB**

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

- c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.
- 2) If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)**

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
  - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s).
  - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force.

## **Section 4 - Compensation for Damages**

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

**Section 5 - Previous transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

**Section 6 - Equal treatment of all Bidders / Subcontractors**

- 1) In case of Sub-contracting, the Principal Contractor (Bidder) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The BOB will enter into agreements with identical conditions as this one with all Bidders.
- 3) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating Bidder(s)/Subcontractor(s)**

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

**Section 8 - Independent External Monitor**

- 1) The BOB has appointed competent and credible Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Umesh Kumar (email id: [umeshkumar84@rediffmail.com](mailto:umeshkumar84@rediffmail.com) ) and Dr. Sandeep Tripathi (email id: [sandeeptrip.ifs@gmail.com](mailto:sandeeptrip.ifs@gmail.com) ) the task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential.
- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information '. In case of any

- conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- 5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
  - 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
  - 7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
  - 8) If the Monitor has reported to the BOB , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
  - 9) The word 'Monitor' would include both singular and plural.

### **Section 9 Facilitation of Investigation**

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

### **Section 10 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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

### **Section 11 - Other provisions**

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the BOB, i.e. Mumbai.
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.



6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexures, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the BOB)

\_\_\_\_\_  
(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name & Address)

\_\_\_\_\_

Witness2:

(Name & Address)

\_\_\_\_\_

## Annexure 18- SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT

This Agreement is made in Mumbai this..... Day of ..... 20... by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

### AND

\_\_\_\_\_, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at \_\_\_\_\_, hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Service Provider hereinafter are individually referred to as “Party” and collectively as “Parties”)

### WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/ offices overseas including branches of our subsidiaries, distributed in 15+ countries. Bank desires to select a Service Provider for \_\_\_\_\_ and had invited offers.

In response to RFP no ----- dated ----- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of \_\_\_\_\_. It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly Bank has issued a -----.

It was a condition in the RFP that the Parties would enter into a Service Level and Non-Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

### NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

#### 1. DEFINITIONS

- I. Bank, BOB means ‘Bank of Baroda’
- II. ATP means Acceptance Test Procedure
- III. AMC means Annual Maintenance Contract
- IV. BFSI means Banking, Financial services and Insurance



- V. DC Means Data Centre
- VI. DR Means Data Recovery Centre
- VII. MSP means Managed Service Provider of the Bank.
- VIII. SLA means Service Level Agreement
- IX. Total Cost of Ownership (TCO)
- X. SPOC means Single Point of Contact

## **2. TERM**

This Agreement shall come into force on \_\_\_\_\_ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

## **3. SCOPE OF SERVICE**

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

## **4. STANDARDS**

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

## **5. Code of Ethics**

M/s \_\_\_\_\_, (Vendor/Service Provider/Supplier/ Consultant/Contractor) agrees to comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract

## **6. Contract Period**

(Terms mentioned in the RFP)

## **7. DELIVERY**

(Terms mentioned in the RFP)

## **8. Supply, Installation, Testing, Commissioning & Acceptance (SITC)**

(Terms mentioned in the RFP)

## **9. Warranty**

(Terms mentioned in the RFP)

## **10. DOCUMENTATION**

The Service Provider shall supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English/Hindi.

## **11. SINGLE POINT OF CONTACT & DIRECT SUPPORT**

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No...

Escalation matrix for support should also be provided with full details.

## **12. PAYMENT TERMS**

The method and conditions of payments to be made to the successful bidder shall be:  
(Terms mentioned in the RFP)

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

The Bank will pay invoices within a period of 30 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, Bank shall make payment within 30 days from the date the dispute stands resolved.

## **13. SET-OFF**

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

## **14. COVENANTS OF THE SERVICE PROVIDER**

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

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 BANK 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.

The Service Provider:

- i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. 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 code of 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 labor legislations.
- vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

## **15. CONFIDENTIALITY**

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.

b. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Service Provider.

c. Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

d. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.

e. Service Provider shall 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.

f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure ;
- iii. Was disclosed or parted with the prior consent of BOB;

iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

- The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, bob shall take all the reasonable care to protect all the confidential information of service provider delivered to BOB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

## 16. INDEMNITY

The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, 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 Bank as a result of:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this 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 Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement 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, the Bank:

- notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and
- Cooperates with the Service Provider in the defense and settlement of the claims.

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank 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 Service Provider, after due inspection and testing and at no additional cost to the Bank, 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 Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank 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 Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Service Provider shall not be liable for defects or non-conformance resulting from:

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

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.

In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.



The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

## 17. PROPERTY RIGHTS

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.

Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grand exclusive, perpetual rights to use of the deliverables in favor of bank.

## 18. PERFORMANCE GUARANTEE

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----/- (Rupees \_\_\_\_\_ Only) in favor of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of \_\_\_ months with additional claim period of three months after expiry of validity period.

## 19. TERMINATION

In following events Bank shall terminate this assignment or cancel any particular order if service provider:

Breaches any of its obligations set forth in this agreement and such breach is not cured within 15) Working Days after Bank gives written notice; or

- Failure by Service Provider to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceeds more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

Request for Proposal for Selection of Service Provider for Providing WhatsApp Business API Solution



- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.

### **Effect of termination**

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

- The rights granted to Service Provider shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

## **20. CORPORATE AUTHORITY**

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

## **21. LAW, JURISDICTION AND DISPUTE RESOLUTION**

This Agreement shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

### **ARBITRATION**

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider project manager/director 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 Service Provider and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, 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 OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- e) The place of arbitration shall be \_\_\_\_\_. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

## **22. AUDIT**

All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal

business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

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

### **23. LIMITATION OF LIABILITY**

Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank 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 Service Provider as part of procurement under the Agreement.

Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party 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 other party.

### **24. PUBLICITY**

Any publicity by the Service Provider in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

## **25. INDEPENDENT ARRANGEMENT**

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

## **26. SUBCONTRACTING**

The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank.

## **27. ASSIGNMENT**

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

## **28. NON – SOLICITATION**

The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

The above clause shall not applicable in case the recruitment done through public advertisement.

## **29. VICARIOUS LIABILITY**

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such

employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider's employees, agents, contractors, subcontractors, etc.

### **30. FORCE MAJEURE**

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties 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.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform Service Provider's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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 Bank and Service Provider shall hold consultations in an endeavor to find a solution to the problem.

#### **SURVIVAL:**

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

### **31. MISCELLANEOUS**

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal



delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

**If to the Bank of Baroda:**

The Chief General Manager (IT)  
 Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051

ATTN: Assistant General Manager (IT)

**If to the ... ..**

Address \_\_\_\_\_

ATTN: \_\_\_\_\_

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP \_\_\_\_\_, offer document and Purchase Order etc., and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.





Signed and Delivered by the within named

For Bank of Baroda

For

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Name:**

**Designation:**

**Designation:**

**Witness 1 :**

**Witness 1 :**

**Witness 2 :**

**Witness 2 :**



**Annexure 19 - Letter of Undertaking from OEM/ OSD on Compliance to RBI Master Direction on Outsourcing of IT Services RBI/2022-23/xx DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 Dated 23<sup>rd</sup> June 2022**

**(This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized signatory)**

To  
Chief General Manager (IT)  
Bank of Baroda, Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Request for Proposal for Selection of Service Provider for Providing WhatsApp Business API Solution.**

We ..... (Name of the OEM / OSD) who are established and reputable manufacturers / developers of ..... do hereby undertake that I/We have read and fully understood the outsourcing guidelines as mentioned in the CSP / MSP / OEM / SI as mentioned in the RBI Circular No. DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 dated 23<sup>rd</sup> June 2022 for Draft Master Direction on Outsourcing of IT Services.

We do hereby undertake that we comply with the outsourcing guidelines related to CSP/MSP/OEM/SI as mentioned in the RBI Circular No. DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 dated 23<sup>rd</sup> June 2022 for Draft Master Direction on Outsourcing of IT Services and we are submitting point-wise compliance and details along with the technical proposal.

We fully understand that if the solution does not comply with one or more clauses in the subjected circular, the solution will not qualify for the next level of evaluation.

**Authorized Signatory**

**Name:**

**Designation:**

**Vendor's Corporate Name:**

**Date:**

**Annexure 20 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls**

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

To  
Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

**Sub: Request for Proposal for Selection of Service Provider for Providing WhatsApp Business API Solution.**

Further to our proposal dated ....., in response to the Request for Proposal..... (Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with the Information and cyber security controls as per Bank's and Regulatory Authorities IT Security Guidelines on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

We ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank

We abide with all clauses of Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

Authorized Signatory  
Name:  
Designation:  
Bidder's Corporate Name  
Address  
Email and Phone #