

Request for Proposal for Selection of Agency for Collection of Dues

Bank of Baroda
Baroda Corporate Centre
Recovery Department
C-26, G-Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

21st June 2019
RFP Reference: BCC: REC: 111:01

[A] BID Details / Important Dates:

#	Particulars	Timeline
1.	RFP Issuance Date	21st June 2019
2.	RFP Coordinator Name, contact details (Bank)	1. Mr. Sreejith Kottarathil Head – Collections Agri, Retail & Others 2. Contact Number 91 22 66985150 91 22 66985890 3. Email: gm.recovery.bcc@bankofbaroda.com dgm.recovery.bcc@bankofbaroda.com collection.bcc@bankofbaroda.com 4. Postal Address: Head – Collections Agri, Retail & Others Bank of Baroda Baroda Corporate Centre Recovery Department C-26, G-Block Bandra Kurla Complex Bandra (East) Mumbai - 400 051
3.	Last Date of Receiving Written Request for Clarifications Before the Pre-bid Meeting	28/06/2019 17.00 Hours
4.	Pre-bid Meeting	02/07/2019 15.00 Hours at Baroda Corporate Centre, Bandra Kurla Complex, Mumbai
5.	Last Date of Submission of RFP Response (Closing Date)	16/07/2019. 15.00 Hours at Baroda Corporate Centre, Bandra Kurla Complex, Mumbai
6.	Eligibility/Technical Bid Opening Date	16/07/2019. 16.00 Hours at Baroda Corporate Centre, Bandra Kurla Complex, Mumbai
7.	Commercial Bid Opening Date	The date for opening of Commercial bids would be communicated separately to the successful Bidders, post the completion of the technical evaluation
8.	Application Money	Rs. 5000/- (Rupees Five Thousand only)
9.	Earnest Money Deposit	Rs. 20 lacs/- (Rupees Twenty lacs only)

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 a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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1 Introduction

1.1 Introduction and Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select an Agency for collections of Bank dues.

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

1.2 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 solution / 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. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

1.3 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”) i.e. Government Organization / Public Sector Undertakings (PSU) / Limited Company or a partnership firm and no other person or organization.

1.4 Confidentiality

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with the Bank or any of its customers or suppliers without the prior written consent of the Bank.

1.5 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.

1.6 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.

1.7 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.

1.8 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 organizations, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient 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.

1.9 Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

1.10 Acceptance of Terms

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

1.11 Definitions

- Bank, BOB means "Bank of Baroda".
- BCC means "Baroda Corporate Centre"
- RFP means this "RFP Document"

- Recipient, Respondent and Bidder, Vendor, Service Provider means “Respondent to the RFP Document”.
- Tender means RFP response documents prepared by the Bidder and submitted to Bank of Baroda
- Feet on Street (FOS): Collection members who travel to individuals for collection via cheque or any other demand excluding acceptance of cash payments.
- (ACR):Accounts to caller ratio
- "VS" - Vendor Scores
- "BR" - Banks Ratings
- FTE – Full Time Equivalent

2 RFP Response terms

2.1 Contact Details for Responding to RFP

2.2 RFP Coordinator

The Bank has established RFP coordinators to provide a venue for managing vendor 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] Bid Details - RFP Coordinator”:

2.3 Requests for Information

Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the above addresses. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. All queries / clarifications requested must be addressed in the format as per Appendix 09 - Comments Format only.

The Respondent must communicate the same in writing on or before last date of receiving request for clarification as per details given in RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. However, the Bank will not answer any communication initiated by the Respondents later than date given in **[A] Bid Details - Last Date of Receiving Request for Clarifications before the Pre-bid Meeting.**

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.

Respondents should invariably provide details of their email address (es) as responses to queries will be provided to the Respondent via email or publishing addendum in Tender page on Bank website. 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.

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.

The bank reserves the right, if in its view it is beneficial for the bank to appoint more than one vendor for different geographical locations.

2.4 Disqualification

Any form of canvassing/ lobbying/ influence regarding short listing, status etc .will be a disqualification.

2.5 Timeframe

The timeframe provided in point “[A] Bid Details” above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process by email or publishing in Tender page on Bank Website. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

2.6 Language of Tender

The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English language only.

2.7 RFP Response Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 120 days from the RFP closing date. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.

2.8 RFP Response Submission Details

Eligibility, Technical, and Commercial bids shall be submitted in separate sealed sub-envelopes super scribing:

- a) “**ELIGIBILITY AND TECHNICAL BID FOR BANK OF BARODA – SELECTION OF AGENCY FOR COLLECTION OF DUES SUBMITTED BY ON AT MUMBAI, DUE DATE**” on the top of the sub-envelope containing the Eligibility and Technical Bid. First sub envelope should also have the Application Money and the Bid Security Earnest Money Deposit (EMD). This sub-envelope should have the hard copy and CD for Technical Bid. A masked copy of the entire price bid and Bill of Materials after masking the prices should accompany the Technical Bid.
- b) “**COMMERCIAL BID FOR BANK OF BARODA – SELECTION OF AGENCY FOR COLLECTION OF DUES SUBMITTED BY ON AT MUMBAI, DUE DATE**” on the top of the sub-envelope containing the Commercial Bid. This sub-envelope should have the hard copy and CD for Commercial Bid.

These two separate **sealed sub-envelopes** should be put together in another **sealed master envelope** super scribing “**BID FOR BANK OF BARODA – SELECTION OF AGENCY FOR COLLECTION OF DUES - TENDER REFERENCE NO. SUBMITTED BY ON AT MUMBAI, DUE DATE**”

The response should be organized and submitted in the following manner:

Eligibility and Technical Bid

- Appendix 01 – Technical proposal cover letter
- Appendix 02 - Eligibility & Technical Bid - Table of Contents
- Duly filled up Appendix 03 - Eligibility Criteria Compliance.
- Supporting documents as specified in Appendix 02
- Supporting credential letters or copies of documentation from clients or executed contract copies certifying compliance.
- Application Money, Bid Security money (Earnest Money deposit) and Bid Security Letter as per Appendix 04. The RFP response without accompanying Application Money and the Bid Security Earnest Money Deposit (EMD) are liable to be rejected
- Appendix 04 - Bid Security Undertaking (if Earnest Money deposit in the form of a bank guarantee)
- One copy of the Technical Bid with pages properly numbered, each page signed and stamped. The Technical Bid should be bound in such a way that the sections of the Bid cannot be removed and separated easily.
- Appendix 06 - Undertaking from the Bidder

- Copy of Price Bid without commercials as per Appendix 08 - Masked Commercial Bid Details
- One Compact Disk (CD) containing the soft copy of Technical Bid should be provided
- Appendix 10 - Conformity with Hardcopy letter
- Appendix 11 - Conformity Letter

Commercial Bid

- Appendix 12 –Commercial Bid - Table of Contents

One hard copy of the Commercial Bid (Refer Appendix 12 - Commercial Bid for format).

- One Compact Disk (CD) containing the soft copy of Commercial Bid should be provided (Refer Appendix 12 - Commercial Bid for format)
- Appendix 10 – Conformity with Hardcopy letter (The Respondent should certify that the contents of the CDs are the same as that provided by way of hard copy)

Please note:

- a) If any envelope is found to contain eligibility & technical and commercial bid in a single envelope or commercials are provided along with the technical bid, then that offer will be rejected outright.
- b) If eligibility & technical offer is found to contain prices, then that offer will be rejected outright.
- c) The Bidder will submit separate Application Money and the Bid Security. The RFP response without accompanying Application Money and the Bid Security Earnest Money Deposit (EMD) are liable to be rejected.
- d) Only one solution (the best service / solution), which meets the specification, needs to be quoted. If it is found that the Bidder quotes more than one service / solution, then the whole tender submitted by the Bidder is liable to be rejected.

The Respondent should certify that the contents of the CDs are the same as that provided by way of hard copy as per letter format given in Appendix 10 - Conformity with Hardcopy letter.

All the pages of the proposal including annexure, appendices and documentary proofs should be numbered and be signed by the authorized signatory.

Copy of the tender document duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions set out therein should also be enclosed in the envelope.

The RFP response documents should be submitted to the Bank in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set).

The proposal should be prepared in English in MS Word / Excel / Power point format.

The email address and phone/fax numbers of the Bidder shall also be indicated on sealed envelopes. All envelopes must be super scribed with the following information as well:

- **Name of the Bidder with contact number and email ID.**

The above mentioned envelopes as indicated must be addressed to the following:

Head – Collections Agri, Retail & Others
Bank of Baroda
Baroda Corporate Centre
Recovery Department
C-26, G-Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

The sealed bid envelopes should be delivered to RFP Coordinators mentioned in “[A] Bid Details - RFP Coordinator”

Only one submission of response to RFP by each Respondent will be permitted.

All responses would be deemed to be irrevocable offers / proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent. The Respondent is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

All envelopes should be securely sealed and stamped. The authorized signatories of the Respondent should initial on all pages of Technical and Commercial Bids.

Appendix 01 - Table of Contents can be used as checklist. The bid response should be submitted in two envelopes as suggested in Appendix 02 and section 2.8.

2.9 Eligibility Proposal Format

Appendix 03 – Eligibility Criteria Compliance: The Bidder need to comply with all eligibility criteria mentioned in Appendix 03 Eligibility Criteria Compliance. The Bidder is expected to provide proof for each of the points in Eligibility Criteria Compliance.

The proof provided has to be in line with the details mentioned in Appendix 03 Eligibility Criteria Compliance. If any credential detail mentioned in Appendix 03 Eligibility Criteria Compliance not accompanied by relevant proof documents from the clients, the proposal will not be considered for evaluation.

Primary Bidder Information

- Provide details of organization, corporate structure, ownership structure along with all the key contacts including their work phone, cell phone, work address and e-mail details.
- Provide certificate of incorporation, certificate of commencement of business (for Public & Private Ltd. Co.) or Letter of Partnership
- Provide Audited Financial Statements of Accounts for the last 3 financial year 2015-16, 2016-17, and 2017-18 in support of the following:
 - Turnover from products / services
 - EBIDTA positive for the last 2 out of 3 years.
- Provide the necessary documentation in support for the Bidder of the following:
 - Specific certifications requested (Copy of the certificate(s))

Experience and Capability in Collections Services

- Provide the necessary documentation in support for the Bidder of the following:
 - Having provided volume business pan-India for at least one scheduled commercial bank handling all the business processes. Please provide details.
 - Number of years in this business and relevant business lines
 - Collection services to Bank in India
 - FTEs with domain experience in managing collection of Bank dues across various buckets in India
 - Capacity to operate out of multiple locations and handle tele calling, mass mailing, etc. with audit trails of each action taken.
 - Specific certifications requested (Copy of the certificate(s))
- Credentials in providing collection services

The primary Bidder's experience in providing the services, relevant to this request, in the following format (Refer Appendix 03):

- Key client references for each service providing details such as name, address, e-mail address, phone no., fax no. and mobile no.
 - A hard copy of the credential letters/contract letter and other supporting documents from clients
- A summary of at least such project implemented must be included giving the following details (Refer Appendix 03):
 - Name of the Client
 - Nature of the Services

- Scope of the work
 - Number of FTEs
 - Locations
 - Date of award of Contract
 - Date of commencement of the services
 - Whether the work has been vetted / audited by any independent Agency / Institutional Consultants of Repute, and if so, Outcome thereof.
 - Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc. (Attach copies of contracts)
- Provide self-declaration for having call centre facilities in multiple locations in different states.

(Above Details are **Mandatory** and to be included in technical bid. Without the above details, the Bid is liable to be Rejected) The Bank also reserves the right to inspect such installation/s while evaluating the Technical Bid.

The Bidder should confirm compliance to these eligibility criteria in Appendix 03– Eligibility Criteria.

2.10 Technical Proposal Format

The Bidder's proposal must effectively communicate their solution and be formatted in the specified formats in order for the Bank to assess the alternatives. Therefore, proposals must be submitted with the following sections.

The technical bid should be structured in the following sequence

1. Appendix 01 – Covering letter
2. Appendix 02 – Eligibility / Technical Bid - Table of Contents
3. Executive Summary: The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide an overview of the Bidder's organization and position with regards to collection services for Banking Sector. A summary of the Bidder's services / solution that will be provided as a part of this procurement should follow. A brief description of the unique qualifications of the Bidder should then be provided followed by a summary on capabilities such as resources and past experience of providing such services/ solution. Information provided in the Executive Summary is to be presented in a clear and concise manner.
4. Functional Requirements: The Bidder's proposal must consist of a response to the functional requirements in Appendix 07.

5. Technical Requirements Compliance: The Bidder's proposal must consist of a response to the technical requirements in Appendix 07. The Bidder's response must explain the technical specifications wherever required.
6. Technical offer descriptive. Detailed features and specification of the proposed solution, detailed methodology, systems, security, confidentiality, regulatory and legal compliances, and any other information as specified in RFP.
7. Project Implementation and Management:

The Bidder needs to elaborate on the proposed methodology for project implementation and management. These should include

 - Detailed Project Plan
 - The Bidder personnel qualifications, including education, certifications, relevant work experience.
 - Detailed Process and Documentation
 - Geographic distribution
 - Dependencies on Bank, if any
 - Users / roles and responsibilities, skill sets and Training
 - Service Level, Key Performance Indicators and Escalation Matrix
 - MIS reports, online dashboards, response files to Bank
 - Call Centre technology and infrastructure
 - Security setup
 - Ensuring confidentiality of Bank Information
 - Compliance of regulatory and legal requirements
8. Any other areas that need to be elaborated in the form of a write up:
9. Undertaking from the Bidder as per Appendix 06
10. One copy of the masked price bid (masked price bid is a copy of the price bid **without any prices**. Please note that the masked price bid should be **exact reflection of the commercial bid** which would be submitted by the Bidder as part of the commercial offer except that the masked price bid **should not contain any financial information**. Refer Appendix 08 - Masked Commercial Bid)
11. Conformity with Hardcopy Letter as per Appendix 10
12. Conformity Letter as per Appendix 11

The technical proposal should contain all the above mentioned details. Softcopy of the aforementioned appendix, documents as applicable.

2.11 Commercial Bid

The Bidder needs to provide pricing information for the

- Commercial Bid in the format provided in Appendix 12 - Commercial Bid.
- Prices quoted by Bidders should be in Indian Rupees only and inclusive of all costs excluding service taxes.
- 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.

2.12 Application Money

Application Money as mentioned **[A] Bid Details - Application Money** by way of Bankers Cheque / Demand Draft / Pay Order favouring Bank of Baroda, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any bidder where application money has not been furnished with RFP response.

2.13 RFP Response Submission

RFP Response should be received by the officials indicated in the RFP not later than closing date & time and venue mentioned in **[A] Bid Details - Last Date of Submission of RFP Response (Closing Date)** as per the details given in this Section.

All submissions, including any accompanying documents, will become the property of the Bank. The Recipient 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 Recipients 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.

2.14 Earnest Money Deposit

The Bidder will have to submit the Earnest Money Deposit (EMD) while submitting the technical bid at the rate stipulated by the bank.

1. The Bidder shall furnish, as part of its technical bid, earnest money deposit as mentioned in **[A] Bid Details - Earnest Money Deposit**. The earnest money deposit is required to protect the Bank against the risk of the Bidder's conduct.

2. The Earnest Money Deposit shall be denominated in the Indian Rupees only and shall be in the form of a Demand Draft favouring “Bank of Baroda” payable at BKC, Mumbai or a bank guarantee of an equal amount issued by a Commercial Bank located in India, which is valid for ninety days beyond the final bid validity period (**i.e. 120 days plus 90 days from Tender Closing date**), in the form provided in the RFP (Appendix 04 - Bid Security Form). Any commercial bid not secured in accordance with the above will be rejected by Bank of Baroda as non-responsive.
3. The successful Bidder’s earnest money deposit will be adjusted against the security deposit requirement upon the Bidder signing the Contract and furnishing the performance guarantee.
4. In case bank guarantee was provided initially in lieu of the earnest money deposit, then the same will be discharged upon the Bidder signing the contract.
5. The earnest money deposit may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank:
 - a) If the Bidder withdraws its bid during the period of bid validity period specified by the Bidder on the Bid Form; or
 - b) In case of the successful Bidder, if the Bidder fails to:
 - i) Sign the Contract within 1 month of issue of purchase order / letter of intent.
 - ii) Furnish performance security within 15 days from the date of placing the order by the Bank or signing of the contract whichever is earlier for any reason whatsoever.
6. Earnest Money Deposit will be refunded for the unsuccessful Bidders at the earliest.

2.15 Late RFP Response Policy

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. RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission.

2.16 Notification

The Bank will notify the Respondents by email as soon as practicable after the RFP Evaluation Completion 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.

3 Project scope

3.1 Background and Purpose

Bank of Baroda is one of the largest Public Sector Banks in India with a branch network of over 9447+ branches in India and 101 branches/offices overseas including branches of our subsidiaries, distributed in 22 countries.

The Bank wishes to streamline its dues collection process and intends to select a competent collections Agency to setup centre(s) to assist the Bank in follow up and collection of dues.

3.2 Scope of Work

The scope of services includes pre-delinquency and 10-90 DPD (or till the account is marked as NPA)/CC/OD and NPAs collections management. This will entail a tele-calling led collection, centralized/ regional set up with multi lingual workforce. The tele-callers to be further supported by FOS and pick-up services at customer location. This document lays out the key elements of the scope.

The customer case will be allocated to the collections partner, and the same will handle tele calling, mass mailing (this will include Dunning (mailing) of both physical and electronic versions will be managed by the partner based on format approved by BOB from spooling, printing, stuffing, mailing and tracking. Return mail to be updated and acted upon), allocations to field, handling field and operations thereof.

The collections partner will be free to further outsource any and all activities other than the tele calling activity to other vendors of its own. Vendor should also ensure that it maintain strict control of the sub-vendor in terms of following the processes for maintaining audit trails and handling the customer appropriately as per the regulations and maintaining data confidentiality and process credibility as laid out by the collections partner. Maintaining the quality of the collection process whether through its own personnel or those of a 3rd party which is an agent or vendor of the collections partner will be the responsibility of the collections partner.

Below services to be covered in the collection process:

- **Call & collect services** - means collection services comprised of the Agent attempting to make contact with Customers in default to recover outstanding balance utilizing agreed telephone workflow strategies
- **Field collection services** - means collection services comprised of the agents attempting to make contact with customers in default by sending a FOS agent (door to door collector) to the address of the defaulter to recover outstanding.
- **Cheque pickup services** - means collection services where agent shall arrange for pickup of cheque from the customers of the Bank at customer's address. These services can also be performed by agencies appointed by the vendor.

Scope of work covers following four areas, detailed subsequently:

1. Intervention across different bucket sizes
2. Tele-calling
3. Audit trail, performance management reports and reconciliation
4. Other key areas including skip tracing

1. Intervention across different bucket sizes

A. Implement standardized intervention schedule across following buckets

- Pre DPD calling
- 1-5 DPD - sweep / payment instrument / chq presentation
- 5-25 DPD – tele-calling by centralized cell using auto-dialer outbound tele-calling (standardized scripts for different situations)
- 25-35 DPD - auto-generated letter for customer reminder and sending the borrowers through speed post
- 35-45 DPD - call by manager / customer visit / allocation to field collectors (based on manager allocation on system)
- 45-60 DPD - notice to customer, field collector allocation / tele-calling for higher buckets (allocation on system)
- 60-70 DPD - case allocated for intimation (auto generation of notice from bank which warns customer of legal action)
- 70-90 DPD - case filed. Security PDC banked, call for Section 138, if needed through the advocates after confirmation from the bank on the same.

B. Field Collection & Cheque pick up services - means collection services comprised of the Agents attempting to make contact with Customers in default by sending a FOS Agent (door to door collector) to recover outstanding or for cheque pick up at customer's location. These services can also be performed by agencies appointed by the vendor.

- Arranging adequate FOS agents at client confirmed locations
- Ensuring visit to customers home / office address as per the appointment details received from the tele-callers
- Collecting cheque from the customer
- Providing an acknowledgement / receipt to the client as per the receipt management process mutually decided with the client

- Deposition of cheque at client's designated branch
- Reconciling receipt books on a monthly basis or on such frequency as mutually agreed by both the parties
- Maintaining hands off tracker at the agent end
- Daily updating of feedback on the visit made and sharing the same with the respective TLs

2. Tele-calling

Vendor should quote their prices for tele-calling activities based on the indicative delinquent cases across different buckets (please refer to table A, the figures in table A are indicative, and may undergo change later).

A. Main activities

- **Pre Due Date Calling:** It includes welcome calling, bounce calling, pre-delinquency calling based on predictive factors. All new loans will be called (welcome calling) confirming the start of payment. The Vendor tele-calling team will work on pre due date delinquent cases (Table A), single / 2 or multiple attempts of reaching the customer for reminders via tele calling.
- **Post Due Date 10-30, 1st bucket calling:** The Vendor tele-calling team will work on 1st bucket delinquent cases (Table A), and field support on allocations as required.
- **Post Due Date 31-60 DPD, 2nd bucket calling:** The Vendor tele-calling team will work on 2nd bucket delinquent cases (Table A); and field support on allocations as required. This bucket may include mailing & emails and legal notices as needed, based on the collection strategy decided by the collection managers in charge of each call centre.
- **Post Due Date 61-90, 3rd bucket calling:** The Vendor tele-calling team will work on 3rd bucket delinquent cases (Table A); and field support on allocations as required. All other actions which will be required under this process under the discretion of the collection managers for each location will be the responsibility of the collections partner.
- **Post Due Date 91+, 4th bucket calling:** The Vendor tele-calling team will work on 4th bucket delinquent cases (Table A); and field support on allocations as required. All other actions which will be required under this process under the discretion of the collection managers for each location will be the responsibility of the collections partner.

Table A

Process	Activity	Work Flow	Approximate delinquent cases in the bucket
Pre Due date	Tele Calling	Tele Calling on 2 attempt basis	20% of all the cases
10 to 30 Days (Bucket 1)	Tele Calling & Field Fulfilment	Disposition and Portfolio insights based work flows. Door Step service to be offered based on past trends. Multiple calling attempts based on dispositions.	125,000 accounts FOS allocation: as per requirement and in line with market benchmarks
31 to 60 Days / (Bucket 2)	Tele Calling & Field Referrals	Field referrals to be removed based on dispositions and past Refer targets to be calibrated from time to time.	75,000 accounts FOS allocation: as per requirement and in line with market benchmarks
61- 90 Days (Bucket 3)	Tele Calling with concurrent Field	Concurrent allocation for calling and field. Tele calling team to extend shadow support.	60,000 accounts FOS allocation: as per requirement and in line with market benchmarks.
91+ Days (Bucket 4)	Tele Calling with concurrent Field	Concurrent allocation for calling and field. Tele calling team to extend shadow support.	40,000 accounts FOS allocation: as per requirement and in line with market benchmarks.
CC/OD A/cs	Tele Calling & Field Fulfilment	Disposition and Portfolio insights based work flows. Door Step service to be offered based on past trends. Multiple calling attempts based on dispositions.	1,50,000 accounts FOS allocation: as per requirement and in line with market benchmarks

The total volume of mailers are estimated to be approx. 75,000 per month.

The numbers mentioned in above table for number of accounts/calls are indicative. Bank on its sole discretion can change these numbers after detailed analysis of portfolio. The split of the portfolio across geography is broadly:

- East – 10%
- South – 30%
- West – 25%
- North – 35%

B. Other responsibilities in tele-calling

- Tele-callers start working on their allocation, making calls to the customers from the allocations
- The Vendor will provide dedicated telephone lines/GSM Gateway for making outbound calls and to receive inbound calls - For this, each location needs to have state of the art auto-dialers and inbound call distribution systems. This process should be captured on the system and it is MANDATORY for each action including calls not accepted by the customer and calls dropped to be recorded. The tele-callers will have codes for each action which they will input into the system (PTP, Broken PTP, call back, Customer not picking, declined call etc.). The Vendor will deploy technical capability to record 100% of calls done to customers or received from customers on these lines. Screen recording will be done for 20% of the cases and the same process should be followed.
- Outbound calls to be done on working days between 08.00 hrs to 19.00 hrs only (or as per existing TRAI guidelines as may be notified from time to time).
- Customer's request to avoid calls at a particular time or at a particular place would be honoured as far as possible
- Inappropriate occasions such as bereavement in the family or such other calamitous occasions will be avoided for making calls/visits to collect dues
- Customer will be intimated that the conversation is being recorded
- Tele-callers will be polite and courteous during collection calls
- Post convincing the customer, preferably cheques will be picked up from customers. Alternately, customers are to be encouraged to make payments in the branches, net banking etc. pickups (PUs) generated by the Tele-calling team are then allocated by the MIS personnel to the Field team for further action. Targets to be given to tele-callers on payments coming through digital modes. In any case, each payment data promise to be recorded and an automatic re-call to be scheduled to remind the customer of the date the payment is to be made. The same process will be repeated on the PTP date

3. Audit trail, performance management reports an reconciliation

A. Audit trail

The calls are to be recorded automatically in standard voice format, each call to have a unique identification tag while storing.

- The call records should be identifiable basis "Number Called To" or "Number Called From". Additional information like, time of call and date of call should be available with each call record.
- Record of calls to be stored in hard drive and retained for a period of 12 months from the date of generation of each record. After 12 months the recorded hard drive need to be handed over to the bank. Call Records to be stored in a secured environment with appropriate security controls as mutually agreed with the Bank.
- The access to call records should be limited to authorized individual(s).
- The system of Recording of Calls should be checked on periodic basis to ensure that calls are being recorded; a log to demonstrate that Call Recording System was checked must be maintained.
- If any failure in Call Recording mechanism is detected, it must be documented with reason and notified to the Bank in writing within 24 hrs.
- There should be alternate arrangement put in place to record calls or calling should be suspended till such time that system is not working.
- The call recordings have to be handed over to the Bank, as and when requested.
- All the calls need to be monitored continuously for quality and consistency purposes.
- On a weekly basis the Quality Supervisor/TL, is responsible to monitor at least 5 calls per agent. Escalation of calls also needs to be monitored and documented in case of customer issue.
- All customer issues need to be noted on system and to be escalated to the designated officer of BOB.
- The evidence of such call monitoring to be maintained by the Vendor for record purposes.
- The feedback and coaching sessions should also be provided to the tele-callers
- Regular training to be provided wherein gaps are identified in the behaviour.
- Agency is required to maintain audit trail of all customer interactions
- Tech Enablement to capture audit trail and improve performance reporting

1. Capturing detailed interaction history and audit trail on system for all actions taken including Promise to Pay, phone call made and outcome, including no response.
2. All data on actions taken to be made available to the bank.
3. MIS should be shared with the bank on a daily basis.

B. Performance management

- Mutually agreed periodic performance reports should be completed by the agency and handed over to BoB. The format of the report to be provided at the time of implementation. .
- MIS personnel collate this feedback received and circulate the same internally and to the Bank every day.
- The Bank will verify the performance data against the MIS reports.

C. Training Module/Delivery: The Vendor must impart training as per content and methodology prescribed by bank covering below mentioned areas:

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

D. Critical to Quality (CTQs):

- **Productivity:** Productive Time on system (Dialer) (TOS)
- **Compliance:** Measured against laid down internal & regulatory compliance parameters
- **Net Recovery:** Measured against monthly targets
- **Inputting data:** All associates, irrespective of level need to record the action taken, allocation done or response by the customer. This needs to be input in the system at the earliest possible time.

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

E. Key Performance Indicators (KPIs)

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

Process Level KPIs:

- Contact Rate
- Promise rate
- Resolution rate

F. Audit and Evaluation:

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

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

G. Other key areas including skip tracing

- Agency needs to develop systems to prevent any frauds internally or externally. They should ensure that all the employees must adhere to bank practices with regards to fraud management
- Skip tracing: The agency should help in the process of improving customer's contact-ability/whereabouts. For this, the agency should use external databases and other medium through three FTEs using internet (including social media), telephone and other means. The commercial bid to include the pricing for 3 dedicated persons for skip tracing.

3.3 Key operational processes

Collection agency would be required to adhere to following processes.

A. Receive allocations

- Allocation will be sent cycle-wise via SFTP or any other secure mode.
- Allocations should only be done on the system and will be real time. Any allocation(s) need to be captured by the system and should be tamper-proof by the collections partner. The allocations will be done based on bucket and collection manager strategy for an account.
- Any accounts which do not follow the allocations logic need to be monitored and exception reporting needs to be done for these cases

B. Data allocations

Once allocation starts coming in, the Vendor personnel allocates data to their Tele-callers in their own CRM /Bank's CRM deployed for this activity. Welcome calling allocation is to be automatic. The system should automatically allocate all cases which have been booked in the last two days and welcome calling should check for customer availability, understanding of the loan process, willing to pay and ability to pay. A standard script needs to be built for this so there is no lacuna.

C. Post Due Date Additions

- Tele-calling team will call on the account and generate pickups
- Post multiple rounds of calling the entire allocation will be segregated on the basis of 'Contacts' and 'no contacts'
- The first three round of calling should be completed within 10-12 days of cycle allocation. In case allocations finish early, cases to be reallocated at any point in the cycle.
- Post calling the no contacts (NC) cases need to be routed to field team as referrals after an SMS is sent to the customer to call back within 2 days. The SMS to publish the inbound number which is to follow the same process as outbound. All actions to be based on allocation. All routing to be considered an 'action taken' and should reflect on the system as such. All actions taken to be downloadable to BOB.
- After SMS reminders are sent, an email reminder is also to be sent to the customer on the PTP date with details of how to pay and amount to be paid in multiple languages. The broad breakup across North, South, East and West is provided.
- The vendor will use the SMS gateway provided by the bank.
- The field Team Leader (TL) or collections manager will then allocate the cases to the field executives for collection and follow-up. Team leader to have collections experience. All field executive allocation to be captured on system.
- The allocation will then be followed by both the respective teams for a final resolution

- Every customer visit to be recorded on system. Actions taken and customer responses to be captured and uploaded (via a smartphone secure app for all the visits) All customer actions and tele-calling actions to be captured on system and provided to BOB on real time.

D. Field collection process

The field collection process will constitute of:

- Arranging adequate FOS Agents at client confirmed locations for cheque pick up
- Ensuring visit to customers home / office address as per the appointment details received from the Tele-callers - this should be through a smartphone app which will also be used to update the system on action taken during the call, payment received or any of the feedback codes including customer not available etc.
- All visits to be recorded on handheld app and uploaded on system real time.
- Collecting cheque from the customer as per the schedule on the app. Providing an acknowledgement / receipt to the client as per the receipt management process mutually decided with the client –this needs to be a sms receipt where the sms copy is retained by the collection partner and can be audited. Manual receipt books/PDA based SMS is included, but should be kept minimal.
- Deposition of cheque within 24 hours into customer's loan account with the bank.
- Auto-reconciliation of the customer payments and receipts on a daily basis. This should be auto-reconciliation. All payments should be online and matched up against the physical receipts. (Physical receipts should be done away within 6 months and a SMS receipt to be given automatically to the customer.)
- All hands-off to be electronic and controlled by the backend of the Vendor.
- Daily updating of feedback on the visit made and sharing the same with the respective TL's – this is in addition to the payment detail or the customer feedback captured by the field collector via the app and uploaded directly on the system

E. Professional Representations and Conduct

- The Vendor shall, at all times, comply with all laws and regulations governing the conduct of FOS agents
- No methods or tactics used by the FOS Agent will be inconsistent with or repugnant to the policies of the Bank nor should it bring discredit to the reputation of the Bank and should there be any doubt as to whether any method or tactic might contravene this sub-clause, the Vendor shall consult the Bank before employing such method or tactic and shall abide by any decision of the Bank with respect thereto.

- No bad behavior with clients. There should be a strict Code of Conduct which agents will have to adhere to. There should be a clear termination policy for repeat offenders.
- The FOS agents ideally should be given training to act as counsellors to customers and behavior trainings need to be carried out regularly.

F. Visiting Hours

- FOS Agents are not allowed to visit or call debtors as per times specified by TRAI, unless the special circumstance of his / her business or occupation requires the FOS Agent to contact at a different time
- Prior appointment should be attempted to visit customer beyond normal visiting hours as mentioned above, as far as possible

G. Precautions to be taken on visits

- FOS Agent will respect personal space, maintain adequate distance from the customer
- FOS Agent will not enter the customer's residence / office against his / her wishes
- FOS Agent will respect the customers' privacy
- No alcoholic beverages are to be consumed while on the job by FOS agent
- FOS Agent will not use abusive language or threaten or use strong-arm tactics
- If the customer or customers threaten(s) to approach law enforcement authorities over any action of the FOS Agent, then the Vendor shall provide timely information to the Bank about such threat and events leading to such threat
- If the Network Partner or its personnel come into contact with law enforcement authorities during rendering services or if approached for law enforcement authorities over the service rendered to the Bank, then the Vendor shall notify the Bank about the incident and events leading to such incident

H. Appearance & Dress Code

- The FOS Agent must be in proper attire while meeting with Customer
- The FOS Agent should wear a clean and well-ironed shirt and pants
- The FOS Agent should carry the Identity card provided to him by the Vendor
- The identity card issued should state the full name, designation of the FOS Agent along with his photograph and the details of the Vendor such as name, address and contact telephone numbers.
- The FOS Agent must display prominently the said identity card on person

I. Locations

Tele calling locations

Tele calling locations should preferably be one in each region (West, South, North, East) However there should be at least 2 Telecalling Locations. Each one should act as a BCP location for other. Tele-calling locations among zones can be selected from below:

- **West:** Mumbai, Pune, Ahmedabad
- **South:** Hyderabad, Chennai, Bangalore
- **North:** Delhi, Chandigarh, Jaipur, Lucknow
- **East:** Kolkata

FOS locations

The scope will cover top 100 locations (FOS) where delinquent portfolio is high and can be extended to all other locations to where the delinquent portfolio pertains. Exact locations will be finalized after detailed analysis of collections requirement. The bidders need to have arrangements to deploy FOS in these 100 locations. For this, they can use people in their payrolls or partner with local agencies.

Based on the quantum of accounts, eventually, 100 locations where BOB is located will need to be covered. These locations are defined as

1. T1 locations: Top 8 locations (Greater Mumbai, Delhi (including NCR), Kolkata, Chennai, Bangalore, Pune, Hyderabad and Ahmedabad)
2. T2 locations: Next 12 locations (Surat, Baroda, Jaipur, Allahabad, Varanasi, Lucknow, Kanpur, Nagpur, Bhopal, Indore, Visakhapatnam, Bhubaneswar)
3. T3 locations: Next 80 locations (To be provided post finalization of successful bidder)

J. Other key considerations

1. Team skill set

Roles	Responsibilities
Associate	Managing Outbound collection Calls
	Closing calls with Promise to Pay and Pick ups
	Minimizing the Roll forward rate on the assigned portfolio
	Relationship building with existing customers
	Language – Multilingual (English, Hindi, Marathi, Gujarati, Punjabi, Bengali & South Indian languages–Kannada, Tamil, Telugu and Malayalam)
	Qualification: Graduate preferred however not mandated should have been accredited by authorized agency (IIBF etc.)
	Follow the Code of Conduct prescribed by the Bank Follow the process and procedure laid down by the Bank.

	Lead, manage and motivate a team of 25 associates i.e. ratio of team lead to associate is 1: 25 maximum.
	Achieve set target in line with client SLA"s
	Offer basic product training to the team and monitor performance
	Ensure higher retention level and maintain attrition to minimal levels over a period of time.
Team Lead	Manage and coordinate with pickup team for payment/pickup conversion to ensure resolutions as per target
	Graduate
	Min 3 years of experience in team leading roles in Call Center
	Follow the Code of Conduct prescribed by the Bank
	Ensure Quality Assurance for all process and procedures as laid down by the Bank

Other support staff:

- Quality executive : 1:30 associates
- Training executive: 1:50 associates
- MIS : 1:50 associates
- Field coordinator : 1:25 associates
- Manager : 1 :100 associates

RA Certification

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

3.4 PRI / GSM Gateway / Dialer requirements

The Vendor should have the service PRI / GSM Gateway for outbound calls from 2 service providers. The vendor can choose its own dialer and but should ensure COB (continuity of business) based on fall back and downtime, for both inbound and outbound calling.

3.5 Call Center Technology & Infrastructure Connectivity

Minimum configuration:

- Windows 8 Professional – 32/64 bit
- RAM: 4 GB
- Processor: Intel Pentium 4 3.0 GHz or equivalent
- Internet Explorer 10.0

- Integration with FOS handheld
- App for inputting data by FOS
- Capability to be integrated with the Banks Automated Collection System

Daily data transfer (Delinquent data from Bank and dialer disposition from partner etc.) There should be leased line connectivity to the bank, which bank will provide. There should be system to be run for allocation and for inputting customer feedback within the vendor backend This should be secure and a UAT for the same should be available.

3.6 Security Guidelines

- Dedicated operation area should be defined for Bank running out of the Vendor site.
- V-LAN should be completely separate from rest of the network. Only our campaign should run from that segregated network,
- All workstations on the network would be dumb terminals. They would have no floppy drives, no CD ROM drives.
- USB Storage ports would need to be disabled on the computers.
- Internet will be given only to the skip trace agents. Incase it is required for other personnel, it can be provided with prior approval from BOB authorised personnel
- Firewall need to be installed to protect network from intrusions from the Internet.
- No Modem of any kind to be allowed in the network.
- No laptops of any kind to be connected on network, unless approved by Bank authorised personnel.
- All windows servers/desktops should have real-time antivirus protection enabled and Anti-Virus should be updated daily. Also the report for the antivirus updation to be shared with information security and mark cc to Respective business FPRs.
- Bank applications and data on servers should be separated from other customers with firewall. Separate Server for Bank should be provisioned. Bank data should not be shared across common servers.
- Process should be in place to keep server configuration current, including updates with latest service pack, patches and security hot-fixes.
- All servers should be configured and hardened as per the Bank, India standards. Vulnerability scan should be performed on all new servers and gap fixed prior to put in the network.

- No Person working on a Bank Data would be allowed to take anything outside the Vendor shop. Proper checking of Agents needs to be undertaken when he/she enters the site and when he/she leaves the site for any kind of paper, device such as CD ROM, Hard disk, Floppy etc.
- No person on the floor will be allowed to connect to the Internet by modem, router or by any way.
- No workstation would be allowed to take print out unless approved by Bank FTE on the site.
- Parallel ports on the all the workstations would need to be disabled.
- No data will be stored in papers, if any paper is not required it should be destroyed by shredding. The Vendor must provision for a shredder to destroy confidential printouts.
- Bank will reserve the rights to audit the premises at any time they feel right. The Vendor would not have any concern about the audit and will Grant full access to the auditor (Bank or Third Party) to conduct the audit as per the Bank requirements. It is not mandatory to disclose the date and time of the audit of the premises.
- Data purging has to be in line with Bank policies/guidelines issued to partner on time to time basis
- Hard drives used for data transfer should be destroyed Post data upload. The Vendor will destroy/format the hard drive in front of the Bank representative and send a confirmation to respective business FPRs.
- All data transfer between the Vendor and Bank should be in encrypted format with 128 / 256 bit encryption.
- No data should be stored on tele caller's workstation. All data should be stored on servers.
- Only supervisor should have necessary access to the data. Lower level staff will have access to data only on need to know basis.
- Agents must submit their hand bags/mobile phone/PDA's to the Team leader before they login to the systems.
- Agents should not be allowed to take any notebook/papers outside the office premises (no paper work).
- Fire Detection and Prevention measures should be in place.
- Air-conditioning system should be installed for Data Centre area.
- Identification badges should be provided to employees, visitors, contractors and third party personnel entering the premises.

- Register should be maintained for entry and exit of visitors, contractors and third party personnel.
- All changes on the network/system would go through the change management process which will have to be approved by Bank Information Security officer.
- The Vendor needs to comply with Bank data classification standards. The entire data/information is classified as Confidential.
- The Vendor must have provision for the CCTV recording for all entry/exit points and all workstations.
- Also all recording backups must be kept preserved for at least 12 months. Out of this, at least one month data to be kept online. After this should be handed over to the Bank.
- No Password will be shared between Employees of the Vendor. Individual employees will own individual id & password.
- Agents shall not be allowed to send mails to external domains like Gmail, Yahoo, etc.
- Agents shall not be allowed to copy and paste to local system.
- It is preferable that the Vendor shall implement ISMS in accordance with ISO 27001.
- The access to call & screen records should be limited to authorized individual(s).
- Generic IDs shall not be used to access to banks data. Periodic user IDs and access review shall be performed for all system components.
- Audit trails for all the activities performed on agent have to be generated and maintained as per bank's policy
- Agents shall not have excess privileges (administrator) rights in the application / systems accessed by them.
- Vendor to implement COB requirements to ensure 24/7/365 uptime with possibility to retrieve information in case of any issue.

3.7 Service Level Requirements

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

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

3.8 Regulatory & Compliance

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

3.9 Project Timelines

The Vendor should start operations with first 200 tele-callers within 30 days of signing the Agreement. The second batch of tele-callers should be at least 150 (additional) within 45 days of signing the agreement and the third batch of another 150 tele-callers should be within 60 days from signing the agreement. All other staff to support the tele-callers should be available proportionally with each batch being ready. Non adherence to this schedule will be taken as breach of contract.

4 Evaluation process

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

- Stage 1 – Eligibility evaluation
- Stage 2 (a) – Technical evaluation
- Stage 2 (b) – Commercial Bid evaluation

4.1 Eligibility Criteria

The respondent should have an organization in India capable of undertaking similar contracts with respect to people, infrastructure, finance and other resources. It is preferable that the respondent has established processes and methodologies for collection services.

The Bank may at its discretion apply whatever criteria it deems appropriate for short-listing the Vendors.

The evaluation criteria to be used by the Bank will include the following:

- Financial strength of the prime vendor and other requirements
- Experience and Capability in Collection Services

The eligibility criteria have been provided in more detail in Appendix 03 – Eligibility criteria.

- The Vendor need to comply with all eligibility criteria mentioned in Appendix 03 Eligibility Criteria Compliance.
- The Vendor is expected to provide proof for each of the points in Eligibility Criteria Compliance.
- All credential letters should be appropriately bound, labelled and segregated in the respective areas.

- The proof provided has to be in line with the details mentioned in Appendix 03 Eligibility Criteria Compliance. If any credential detail mentioned in Appendix 03 Eligibility Criteria Compliance not accompanied by relevant proof documents from the clients, the proposal will not be considered for evaluation.

4.2 Evaluation Methodology for Eligible Bidder

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

- Technical Bid Evaluation
- Commercial Bid Evaluation

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost effective solution over a period of 3 years that appropriately meets the business requirements of the Bank. The bid will be first evaluated on technical soundness and then on the commercials.

Each of these evaluation methodologies are further broken down into sub areas as under:

4.3 Technical Bid Evaluation

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

Phase	Evaluation	Sub Scores	Total Score
1	Presence of functional/ technical expertise	20	
2	Relevance of credentials	50	
3.	Technical presentation and proposal review (may include vendor site visit)	30	
	Total	100	100

4.3.1 Presence of technical and functional expertise (self-reported)

Reponses received in Appendix 07 would be used for evaluating the Vendor on the functionality being proposed by the Vendor. All the technical and functional parameters (under Appendix 7) will have equal weightage.

The Bank may request the Vendors to present and demonstrate the solution proposed. The product demonstration and assessment of the product against the functional RFP line items will be basis of the evaluation.

Further, as part of the technical presentation, the bidder should be able to demonstrate these capabilities and answer questions raised by the bank.

The Bank reserves the right to change these vendor scores given by the Vendor, in case of any specific contradictory observations during the product demonstrations or the verification exercise.

For each requirement in the RFP a score would be worked out as under:

Total Vendor score = SUM {Vendor score for each functionality X Bank rating for each functionality}

In ideal scenario the Bank would expect the Vendor to propose the solutions which would have all line items with vendor score as “5”.

4.3.2 Relevance of Credentials

The Bidder should have experience in implementing end to end collection services for a Bank in India during last three years. The credential will be qualified for scoring wherein the vendor has handled the collection services to Bank in India. Each vendor having credentials as stated above will get marks as given below in the table:

#	Number of Relevant credentials	Marks	
1.	In Business of call centre for collection of bank dues	5	More than 5 years:- 5 marks 3-5 years:- 3 marks
2.	Running call Centre for scheduled commercial banks with minimum 150 FTE with deep domain experience in managing collection across various buckets	15	More than 3 Banks :- 15 marks 3 Banks :- 10 marks 2 Banks :- 5 Marks 1 Bank :- 2 Marks
3	No. of FTEs with domain experience in managing collections across various buckets	15	Collection tele-callers (15 marks) Above 400 – 15 marks More than 200 – but below 400 – 10 marks 100 to 200 – 5 marks
4.	No. of total tele-callers across different functions	5	Tele-callers (5 marks) Above 3000:- 5 Marks 2000 to 3000:- 3 Marks 1000 but below 2000 :- 2 Marks
5.	Capacity to operate from Multiple locations different states of India.	10	Above 3 locations 10 marks

	(multiple locations in one states is considered as 1)		2-3 locations 5 marks
	Total	50	

4.3.3 Technical presentation and proposal review (may include vendor Site visit)

The Bank would request the Vendors to present and demonstrate the solution proposed. Further the Bank's officials may visit Vendor sites provided by the Vendor if deemed necessary. The purpose of the visits will be to understand and validate the functional, technical, project implementation and management, service delivery capabilities of the vendors.

The Bank at its discretion may reject the proposal of the Vendor, without giving any reason whatsoever, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the site visited are negative.

The vendor will be evaluated on the following basis:

Sr. No.	Product capabilities	Weightage
1.	Understanding of bank requirement	10
2.	Implementation methodology	6
3.	Process delivery capabilities	6
4.	Experience and skills of personnel	6
	Total	30

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's 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.

4.4 Short Listing during the Technical Evaluation Stage

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. However, in case only one vendor scores 70% marks or above, the Bank may at its discretion consider the next highest technical score. In case none of the vendors score a minimum of 70% marks then the Bank may at its discretion consider at its discretion the vendors who have achieved the top 2 scores will qualify for the commercial evaluation stage.

Bidders who meet the criteria would only qualify for the commercial bid opening.

4.5 Commercial Bid Evaluation

The commercial bid evaluation will be done on the basis of total cost, which is a sum of total tele-calling cost, and total cost for skip tracing. The bidder will have to quote for “Per-seat cost” for tele-calling and desktop skip tracing performed by 3 FTEs (Full Time Equivalent).

The minimum number of tele-callers required will be 500.

The following table below will have to be filled for commercial bid.

Parameter	Costing
Fees for one tele caller in Rs. (to be filled by the bidder)	
Minimum number of tele-callers (#)	500
Total tele caller fees (to be filled by the bidder) in Rs. (A) (This is a multiplication of minimal tele caller and fee per tele caller)	

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

Total fees A+B is Rs.(in words). This fee is excluding the GST and including all other relevant taxes.

4.6 Splitting of Order

Bank will have the discretion and not the obligation to split the order in two parts in the ratio of 70:30. The 70% will be given to L1 bidder, while 30% to the next lowest bidder (L2) if L2 is agreeing to provide the services at L1 price. In case L2 doesn't agree for L1 price, the entire 100% will be given to L1.

5 Terms and conditions

5.1 General

5.1.1 General Terms

- The Bidder shall adhere to the terms of this tender document and shall not deviate from the same.
- Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document along with the subsequent addendums to

the tender documents shall be the governing document for arrangement between the Bank and the bidder.

- The Bank intends the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project, notwithstanding the fact that the Bidder may appoint / procure services of third party service providers to perform all or part of the obligations contained under this RFP.
- Unless agreed to specifically by the Bank in writing for any changes to the tender document issued, the bidder responses would not be incorporated automatically in the tender document.

5.1.2 Rules for Responding to this RFP

- Last date and time and venue for submission of bids is as mentioned in [A] Bid Details - Last Date of Submission of RFP Response (Closing Date) as per the details given in Clause 2 RFP Response Terms.
- All responses received after the due date / time would be considered late and would be liable to be rejected.
- 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 120 days after bid closing date.
- All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within 120 days from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the EMD or bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.
- The bidder may modify or withdraw its offer after submission provided that the Bank, prior to the closing date and time, receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 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.

- In case of discrepancy in soft copy and hard copy of the bids, the bidders agree that Bank can consider hard copy as final and it will be binding on the bidder. The Bank in this case may also reject the offer outright.
- Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one solution then the response would be considered as improper and liable to be rejected. The Bidder should not give options to the Bank to select from his offer. The Bidder is expected to select the best option and quote for the same in his offer.
- Each offer should specify only a single solution, which is cost-effective and meeting the entire Tender specifications. It is responsibility of the Bidder to decide the best suitable solution.
- The bidder is required to quote for all the components/services mentioned in the Clause 3 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 at no extra cost to the Bank.
- The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidders and responded by the bidder 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.

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. However payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.

- 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 for the purpose of evaluation of the defaulting / deviating Bidder. The same item has to be supplied by the Bidder free of cost.
- In the event of any changes observed by the Bank in the payment schedules as suggested by the Bank, the price bid of the bidder would be loaded with 10% of the total cost of that particular service. However, this additional loaded amount is only for evaluation purposes and will not be actually payable to the Bidder. The Bank will conform to its payment schedule as specified in the tender document.
- The Bank is not responsible for any assumptions or judgments made by the Bidder for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders 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

- 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.
- The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for site readiness and availability etc. as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in the tender document.

5.1.3 Price Bids

- The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered.
- The prices and other terms offered by bidders must be firm for an acceptance period of 120 days from the bid closing date.
- The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties, and levies etc. (except GST wherever applicable) that need to be incurred.
- In case of any variation (upward or down ward) in Government levies / taxes 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. The benefit or burden of other taxes quoted separately as part of the commercial bid like service tax shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly.
- 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 and if the Bank has to pay the same for any of the services provided 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

- The price payable to the Bidder shall be inclusive of carrying out any modifications changes that is required to be made in order to comply with any statutory or regulatory requirements arising during the subsistence of the agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.
- Terms of payment as indicated in the Agreement 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 Agreement, 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 Agreement 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”. Bidder should ensure that the project should not suffer for any reason.
- The Bidder should note that the contract entered with the successful vendor will be for a period of 3 years, extendable by another 2 years at the Bank’s discretion. However, the bank will have the right to renegotiate these prices at the end of the contract period.
- During the contract period, the Bank shall review the performance annually and shall decide whether to continue the services of the vendor at the end of each year.

5.1.4 Price Comparisons

- Bank will pay charges at rates not exceeding the original rates quoted by the vendor for the services in response to this RFP
- To determine L1 status, Bank will compute and compare the total cost of all items, as quoted by the bidders who have qualified on the technical specifications and hence short-listed by the Bank.
- 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 all cost, inclusive of all taxes (except GST).

5.2 Bid Security and Performance Guarantee

5.2.1 Bid Security / Earnest Money Deposit

- Bidders are required to give an earnest money deposit of an amount of Rs. 20 lacs (Rupees Twenty Lacs only) by way of Demand Draft / Bankers’ cheque drawn on BKC, Mumbai payable to “Bank of Baroda” or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for ninety days beyond final bid validity period (i.e. 120 days plus 90 days from Tender Closing date) in the form provided in the RFP (Appendix 05– Bid Security Form). The

Demand Draft / banker cheque should be of a Commercial Bank only and will be accepted subject to the discretion of the Bank

- Offers made without the Earnest money deposit will be rejected.
- 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; or
 - b. In case the bidder refuses to accept and sign the contract as specified in this document within 1 month of Signing of MOU / Agreement for any reason whatsoever; or
 - c. In case the Bidder fails to provide the performance guarantee at the time of signing the Agreement.

5.2.2 Performance Guarantee

- The successful bidder shall provide a Performance Guarantee in the format as specified in Appendix 13 by the Bank to the extent of Rs. 50 lacs for the entire period of the contract 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 only, other than Bank of Baroda.
- In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the Bidder should be included in the remaining amount of the contract value.
- The contract will be deemed completed only when services are delivered, as per the requirements of the contract executed between the Bank and the Bidder.
- If the performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the Bidder after the expiry or termination of the contract on satisfaction of the Bank that there are no dues recoverable from the Bidder.

5.2.3 Others

- Responses to this RFP should not be construed as an obligation on the part of the Bank to award the 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.
- By submitting a proposal, the bidder agrees to promptly contract with the Bank for any work awarded to the bidder. Failure on the part of the awarded bidder to execute a

valid contract 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.

- The terms and conditions as specified in the RFP and addendums thereafter are final and binding on the Bidders. In the event the Bidder is 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
- The bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to maximum one month billing.
- The Bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, involved in the performance of the provisions of this RFP. The Bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the 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. The modifications, which are accepted by the Bank, shall form a part of the final contract.

- The Bidder shall represent that the proposed solution shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the bidder for performance of the obligations of the bidder. The bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the bidder.

- All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Assignment. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this tender document.
- The Bank expects the bidder covenants and represents the following:
- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- The execution, delivery and performance under an Agreement by such Party:
 - a. Will not violate or contravene any provision of its documents of incorporation;
 - b. 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;
 - i. 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;
 - ii. To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

- The 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.
- 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 Vendors
- 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.

5.2.4 Other RFP Requirements

- This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion.
- The Bank may 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 Bank reserves the right to extend the dates for submission of responses to this document as well as various other dates given in point “A” – Bid Details.
- Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFP Coordinator at the address mentioned earlier under “[A] Bid Details”, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe.
- Preliminary Scrutiny at a time of evaluation – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. 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.
- 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.
- 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. 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 the contract

- Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.
- 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.
- Bidder presentation – Bidders are requested to be prepared to demonstrate the proposed solution, make presentations and arrange for site visits, as part of the final evaluation in accordance with the responses given for the identified requirements, any time after the last date for submissions of bids. The Bank will communicate a date and time to all qualified Bidders any time after the last date for submission of bids.
- Right to Alter Quantities – The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities
- Since some of the payment terms warrant monthly pay-outs from the Bank vis-à-vis 90 days SLA monitoring, it is to be noted that any such monthly payments will be released subject to adjustments defined by SLAs, at the end of the 90 days.
- Details of Sub-contracts, as applicable – If required by the Bank, Bidder should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the bidder, the bidder shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the bidder to perform its obligations.
- If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such Vendors will not be short-listed and the price bids of such Vendors will not be opened. No further discussions shall be entertained with such Vendors in respect of the subject technical bid.

- It is expected that the site should be ready for inspection from the date of awarding the contract by the Bank. If the Vendor fails to intimate the date of inspection within 15days of date of awarding the contract by the Bank, it will be treated as a breach of contract.
- The Bidder will be responsible for any loss/misplacement in cheque handling by the employee of the Bidder or the sub-contractor. The liability arising out of this will have to be borne by the Bidder.
- No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the Bidder, for any assignment under the Agreement to be issued for this Tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the Bidder shall be paid by the Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Bidder's employee, agents, contractors, and subcontractors, etc.
- The Bidder's representative at Mumbai will be the contact point for the Bank.
- The Vendor shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services. Neither this Tender nor the Vendor'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 Vendor 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.
- 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 Vendor 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 Vendor will make all required payments and deposits of taxes in a timely manner.
- The bidder or any of its holding / subsidiary / joint venture / affiliate / group / client companies / or any of their employees / officers / staff / personnel / representatives / agents / shall not under any circumstances be deemed to have any employer – employee relationship with the Bank or any of its employees / officers / staff / representatives / personnel / agents.

5.2.5 Corrupt and Fraudulent Practices

- As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
 - a. “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
 - b. “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.
- 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.
- 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.

5.2.6 Confidentiality

- This RFP document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the RFP document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.
- Responses received become the property of the Bank and cannot be returned. Information provided by each Bidder will be held in confidence, and will be used for the sole purpose of evaluating a potential business relationship with the Bidder.

5.3 Terms of Reference

5.3.1 Contract Commitment

The Bank intends that the contract, which is contemplated herein with the Vendor shall be for a period of three years, extendable by another two years at the Bank’s discretion.

5.3.2 Implementation

The Vendor needs to setup call centre for providing services as per Bank's requirements. The setup should be as per bank's security requirements given in RFP and communicated from time to time.

The Vendor shall be responsible for implementation the solutions required under this RFP and also must agree to the time duration specified in Section 3.9- Project Timeline of this document.

In the event of Vendor's failure to deliver and / or implement all required components of a fully functional system (pertaining to the scope of the project) within the stipulated time schedule or by the date extended by the Bank, unless such failure is due to reasons entirely attributable to the Bank, it will be a breach of contract. In such case, the Bank would be entitled to charge a penalty, as specified below:

Bidder will have to pay penalty to Bank of Baroda @ 1% of the contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery / commissioning beyond due date of delivery / commissioning, to a maximum of 5% of contract value. If delay exceeds two weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire contract.

5.3.3 Completeness of the Setup

The project will be deemed incomplete when the mutually agreed acceptance and completion criteria are incomplete or not met or not fulfilled. The Bank reserves the sole right to accept or reject the acceptance of any service in the event the agreed acceptance and completion criteria are not met by the Vendors.

5.3.4 Acceptance Testing

The Bank will carry out the acceptance tests for testing of setup provided by the Vendor as a part of the Collection Services. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank.

The Bank will provide the scope of the acceptance tests to the Vendor prior to performing the tests. A detailed acceptance plan will be created within the framework of the RFP terms. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank and / or its consultants. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

In case of any discrepancy, the Bank reserves the right to terminate the entire Tender and subsequent agreement in case the Vendor does not rectify.

The Installation cum Acceptance Test and Check certificates jointly signed by representative of the Vendor and official or any consultant / auditor appointed by the Bank will be received at the Bank along with Vendor invoice for scrutiny before taking up the request for consideration of payment.

In all cases, the Vendor shall have the sole responsibility for bearing all additional charges, costs or expenses incurred in correcting the setup.

In the event the solution provided by the Vendor does not meet the acceptance test and criteria; vendor would at the discretion of the Bank have to re-perform the services to the satisfaction of the Bank. Non adherence to the acceptance criteria may result in termination.

The Vendor represents and agrees that until the Bank gives acceptance, the Bank shall not be responsible for any cost incurred by the Vendor

5.4 Contract Commitment

The Bank intends that the contract, which is contemplated herein with the successful bidder, shall be for a period of three years for the purpose of providing Collection Services and subject to review every year.

5.5 Payment Terms

The Bidder 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 bidder, in case of delays or defaults on the part of the bidder. 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 quoted by the bidder in the price bid against such activity / item.

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 shall be passed on to the Bank.

Also, the payments for each month / quarter (as applicable) will be made only after the acceptance of the relevant activities / deliverables for that month / quarter.

The fees payable by the Bank to Vendor shall be inclusive of all costs including service tax. The Bank shall pay the fees due under this RFP and subsequent agreement after deducting any tax deductible at source ("TDS"), as applicable.

The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Working Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.

Any objection / dispute to the amounts invoiced in the bill shall be raised by the Bank within reasonable time from the date of receipt of the invoice. Upon settlement of disputes

with respect to any disputed invoice(s), the Bank will make payment within thirty (30) Working Days of the settlement of such disputes.

All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Vendor shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

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 15 days from the date the dispute stands resolved.

The invoices for claiming the payment should be submitted along with the following documents:

- a) Acceptance signoff document
- b) Attendance sheets duly signoff
- c) SLA Adherence document
- d) Audit trail MIS

5.6 Bank of Baroda reserves the right to:

- Reject any or all responses received in response to the RFP
- Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery
- Extend the time for submission of the tender
- Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality)
- Share the information/ clarifications provided in response to tender by any Bidder, with any other Bidder(s) /others, in any form.
- Re-negotiate the price and terms of the entire contract with the bidder at more favourable terms in case such terms are offered in the industry at that time.
- Cancel the tender at any stage, without assigning any reason whatsoever

5.7 Service Level Agreement and Non-Disclosure Agreement

The Vendor shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Confidentiality / Non-Disclosure Agreement (NDA). The Vendor shall execute the SLA and NDA within one month from the date of acceptance of letter of appointment.

The 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 vender.

Key points on SLA

- The terms of the SLA will be modified post 90 days of operations basis performance observed and relevant market benchmarks and will form the basis of performance-linked fee given below. The indicative numbers for resolution rate across different portfolio is given below.
- The Bank will follow a part performance-linked fee structure. 30% of the monthly fee amount will be earmarked to be paid to collections partner on adhering to SLA norms. Each invoice raised on a monthly basis will have 70% of fixed fees as per the schedule given in the commercial bid and another up to 30% basis performance against the SLA. The 30% shall further be split into slabs based on performance. The exact slab will be defined in the SLA. The precise norms around evaluating performance against SLA will be detailed out with the winning bidder after 90 days of operations.
- In the first 90 days, there will be a fixed payout. The variable pay structure will initiate after first 90 days.
- Only after 90 days, SLA norms would be applicable, Failure to meet SLA norms would lead to non-payment of variable (30%) portion of fees to collection agency. Bank may change SLA metrics based on detailed diagnostic and analysis of the portfolio. Change in SLA metrics is at the complete discretion of the bank.
- In the commercial bid, the Bidder to provide the unit cost of the tele-calling and skip tracing and the overall cost for the estimated volume.
- Each invoice raised on a monthly basis will have 70% of fixed fees as per the schedule given in the commercial bid and another up to 30% basis performance against the SLA

Key elements of SLA will include following metrics (indicative)

1. Calls:

Process	Activity	Approximate delinquent cases in the bucket
Pre Due date	Tele Calling	20% of all the cases
10 to 30 Days (Bucket 1)	Tele Calling & Field Fulfilment	125,000 accounts FOS allocation: as per requirement and in line with market benchmarks

31 to 60 Days / (Bucket 2)	Tele Calling & Field Referrals	75,000 accounts FOS allocation: as per requirement and in line with market benchmarks
61- 90 Days (Bucket 3)	Tele Calling with concurrent Field	60,000 accounts FOS allocation: as per requirement and in line with market benchmarks.
91+ Days (Bucket 4)	Tele Calling with concurrent Field	40,000 accounts FOS allocation: as per requirement and in line with market benchmarks.
CC/OD A/cs	Tele Calling & Field Fulfilment	1,50,000 accounts FOS allocation: as per requirement and in line with market benchmarks

2. Contacts to clients:

3. Resolution percentage:

Vendor shall maintain following resolution percentage (indicative) with customers in steady state, 90 days post start of operation:

Bucket	Home Loan	Mortgage (LAP)	Auto Loan	Educational Loan	Other Loans
Risk X	95%	92%	85%	85%	75%
10-30	75%	65%	70%	70%	70%
31-60	65%	60%	60%	60%	60%
61-90	60%	55%	50%	50%	50%

4. Average call handling time (AHT):

5. Call quality score:

6. Promise to pay (PTP) percentage:

7. Promise to pay (PTP) fulfilled:

8. Zero or low problem incidents (PI):

The targets for the SLA will be reviewed post 90 days of the operation. In the first 90 days, the SLA targets will be defined before the start of the operation.

5.8 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 Application Money and Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- 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.
- It is submitted anywhere other than the place mentioned in the RFP

5.9 Information and Secrecy

The Bidder must provide a written undertaking to the bank to comply with the secrecy provision pursuant to Banking Secrecy Act and other Banking Laws. The Bidder will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Bidder if it fails to comply with the conditions imposed.

The external and internal auditors of the bank will be given right to review the books and internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity of the internal controls of the bank.

6 General Terms and Conditions

6.1 Governing Laws

The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and 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.

6.2 Confidentiality

- 1 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 the service provider or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the service provider irrevocably agrees and undertakes and ensures that the 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 the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the Service provider of its obligations hereunder.

- 2 The 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 the Service provider obligation under this Agreement.
- 3 The Service provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- 4 The 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 the 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.
- 5 The 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.
- 6 The Service provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its any obligations under this Agreement.
- 7 It shall be the incumbent duty of the Service provider to undertake not to disclose any business related information of BOB to any third person and the Service provider shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the Service provider nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.
- 8 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 the 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.
9. 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.

Notwithstanding above Bidder shall take all the reasonable care to protect all the confidential information of Bank while performing of the services.

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

6.3 Information Ownership

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

6.4 Sensitive Information

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

Types of sensitive information that the Bidder may have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

6.5 Privacy and Security Safeguards

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

6.6 Dispute Resolution

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ officers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager/officer and Bidder 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 Bidder and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

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. Arbitration will be carried out at Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

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.

6.7 Force Majeure

The Bidder 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 Bidder and not involving the Bidder'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 Bidder 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 Bidder shall continue to perform Bidder'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 Bidder shall hold consultations in an endeavor to find a solution to the problem.

6.8 Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order if Vendor:

breaches any of its obligations set forth in this assignment or any subsequent agreement and *Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or*

- ▶ failure by Vendor to provide Bank, within thirty (30) 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.
- ▶ If deductions of penalty exceeds more than 10% of the total contract price.

bank may terminate this RFP or subsequent agreement on happening of following events:

- ▶ The vender unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- ▶ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vender and such appointment continues for a period of twenty one (21) days;
- ▶ The vender is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.

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

Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing.

Immediately upon the date of expiration or termination of the Tender and subsequent 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 Tender and subsequent Agreement, Bank shall pay to Vendor, 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 Tender and subsequent Agreement, the rights granted to Vendor shall immediately terminate.

6.9 Indemnity

The Vendor 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 Vendor under this assignment ; and/or
- ▶ Negligence or willful misconduct of the Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or
- ▶ claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against the Bank; and/or
- ▶ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub-contractors
- ▶ , or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this assignment; and/or
- ▶ breach of confidentiality obligations of the Vendor; and/or
- ▶ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notify the Vendor in writing as soon as practicable when the Bank becomes aware of the claim and Co-operates with the Vendor in the defense and settlement of the claims.

The Vendor shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Vendor with the assistance, information and authority reasonably necessary to perform the above.

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 Vendor shall without additional cost to the Bank, shall offer 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 assignment or subsequent Agreement and to meet the service levels; or

If the vendor fail to provide the remedy prescribed in para 1 or 2 within specified period by the bank, in such case the vender shall refund to the Bank the amount paid for the infringing software / hardware and bear the incremental costs of procuring a functionally equivalent software / hardware or equipment from a third party selected by bank,

However The Vendor shall not be liable for defects or non-conformance resulting from:

- ▶ Software, hardware, interfacing, or supplies for the solution not approved by Vendor;

or

- ▶ any change, not made by or on behalf of the Vendor, to some or all of the deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ;

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

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

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 its customers and/or regulatory authorities.

6.10 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 services or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the 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 and 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. 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 its customers and/or regulatory authorities.

6.11 Limitation of Liability

The Bidder's aggregate liability in connection with obligations undertaken as a part of the Collection Services arising under 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 actuals and limited to the Total Contract value.

The Bidder's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of the Bidder, 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.

The 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 services or services provided by the Bidder as part of the agreement.

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 party 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 party.

6.12 Visitorial Rights

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 Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

6.13 Inspection of Records

All Bidder records with respect to any matters covered by this RFP 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 Bidder 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 Services 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.

6.14 Monitoring and Audit

Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank and by RBI inspectors/auditors. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the

confidentiality, integrity, and availability of data, the Vendor shall afford the Bank's representatives access to the Vendor's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Vendor.

6.15 Assignment

The bidder agrees that the bidder shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including bidder'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 RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the bidder under this RFP.

6.16 Publicity

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

6.17 Solicitation of Employees

The bidder agrees not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The bidder agrees that for the period of the contract and one year thereafter, the bidder will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the Bank.

6.18 Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party.

6.19 Waiver

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

6.20 Violation of Terms

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

6.21 Cumulative Remedies

The various rights and remedies of either party under the agreement (to be executed under this RFP) whether provided therein or otherwise, conferred by statute, civil law, common law, custom or trade usages are cumulative and not alternative and no one of them shall be exclusive of any other as of any right or remedy allowed by law and may be enforced successively or concurrently.

6.22 Severability

If any term or provision or clause of the Agreement (to be executed under this RFP) is declared invalid, illegal or unenforceable to any person the remainder of this Agreement shall be unimpaired and the invalid, illegal or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision and that term or provision shall be enforced to the fullest extent permitted by law.

Appendix 01 – Technical Proposal Cover letter

Date:

To

The RFP Coordinator –
Head Collections – Agri, Retail & Others
Bank of Baroda
Baroda Corporate Centre
Recovery Department
C-26, G-Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

Sub: RFP Reference No. BCC: REC: 111/01 dated 21st June, 2019.

Request for Proposal for Selection of Agency for Collection of Dues

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

If our Offer is accepted, we undertake to provide service as a collection agency as per the timelines defined by the Bank from the date of commencement of services.

We agree to abide by this offer till 60 days from the date of Financial Proposal opening and our offer shall remain binding upon us and may be accepted by the Bank any time before expiry of that period.

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

- We confirm that we have not made any changes in the offer documents, except for filling in appropriate columns.
- We confirm that our Company / firm has not been black listed / barred any Govt. Financial Institution/Bank/ Government/ Semi-Government department/ PSU in India
- We confirm that our Company / firm do not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the collection services.
- We understand that the Bank is not bound to accept the offer and the Bank has right to reject the offer in full or part without any assigning any reasons, whatsoever.

Signature of the Authorized Signatory

Name:

Designation:

Name of the collection Firm:

Address:

Appendix 02– Eligibility/ Technical/Commercial Bid - Table of Contents

Section #	Section Heading	Pro-forma Given
Eligibility envelope to contain the following		
1.	Eligibility criteria compliance with vendor comments	Appendix 03
2.	Credential letters / Contract orders / Supporting documents	Bidder to provide
3.	Soft copy of the Appendix and the scanned copies of credential letters / Contract orders / supporting documents submitted	Bidder to provide
4.	Application Money Demand Draft	Bidder to provide
5.	Bid Security Letter	Appendix 04
6.	Bid Security (Earnest Money Deposit) – DD	Bidder to provide
7.	Bid Security Form (Earnest Money Deposit in the form of Bank Guarantee)	Appendix 05
Technical offer envelope to contain the following		
1.	Undertaking	Appendix 06
2.	Executive Summary	Bidder to provide
3.	Technical Offer – Functional & Technical	Appendix 07
4.	Technical Offer Descriptive	Bidder to provide
5.	Copy of Commercial Bid without amounts (Masked)	Appendix 08
6.	Key People Details	Bidder to provide
7.	Project implementation and management including proposed methodologies for interfacing, key processes and documentation, service levels, MIS reports, dashboards, escalation matrix, call centre technology and infrastructure, security set-up, Ensuring confidentiality of bank information, compliance of regulatory and legal requirements, etc.	Bidder to provide
8.	Conformity with Hardcopy Letter	Appendix 10
9.	Conformity Letter	Appendix 11
10.	Detailed Features & Specification of the proposed solutions	Bidder to provide
11.	Any other Information as requested in the tender document	Bidder to provide
12.	Soft copy of the aforementioned Appendices or Annexure or documents as applicable	Bidder to provide
Commercial Bid envelope to contain the following:		
1.	Commercial Bid with amounts	Appendix 12
2.	Soft copy of the aforementioned Appendices	Bidder to provide
3.	Conformity with Hardcopy Letter	Appendix 10

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

Appendix 03 - Eligibility Criteria Compliance

#	Financial and Other Requirement	Supporting Required	Criteria to be met by	Vendor Comments
Financial				
1.	Should be a Government Organization/ PSU/ PSE/ Partnership firm or a Public/ Private Limited Company/LLP	Certificate of Incorporation	Prime Bidder	
2.	The Company should have been in existence in India for a minimum period of 3 years	Certificate of Incorporation, Certificate of commencement of business (for Public & Private Ltd. Co.) Deed of Partnership	Prime Bidder	
3.	Should have a minimum turnover of Rs.50 crores per annum during last two Financial years.	Audited Financial statements for the financial years 2015-16, 2016-17, and 2017-18 #	Prime Bidder	
4.	Should have fulfilled its tax obligation to the Govt.	Company Secretary or CA certificate	Prime Bidder	
5.	Should not be insolvent, in receivership, bankrupt or being wound up, not have	Company Secretary or CA certificate	Prime Bidder	

	its affairs administered by a court or judicial officer, not have its business activities suspended and must not be subject to legal proceedings for any of the foregoing reasons.			
6.	Should not have, and their directors and officers not have, been convicted to any criminal offence related to their professional conduct or the making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFP or not have been otherwise debarment proceedings.	Company Secretary or CA certificate	Prime Bidder	
Experience of Services Provided				
7.	Should be in the business of call centre for collection of bank dues for at least past bank dues for at least past three financial years	Relevant credential letters / contract order and supporting documents. Key client references for each service providing details such as name, address, e- mail address, phone no., fax no. and mobile no	Prime Bidder	
8.	Should have the experience of providing collection services with minimum 150 FTEs in minimum One Scheduled Commercial Bank in India,	Relevant credential letters / contract order and supporting documents	Prime Bidder	

	during last three financial years.	(date of award of contract and date of commencement of the services)		
9.	Should have Minimum 1,000 FTEs for tele-calling	Self-Declaration	Prime Bidder	
10.	Presence/Capability to operate out of multiple locations for tele-calling, mass mailing etc. with audit trails addressing geographical and language requirements. (multiple locations in one states is considered as 1)	Self-Declaration (should match with 9 above)	Prime Bidder	

Summary of at least one project, giving the following details in a separate sheet:

- Name of the Client
- Nature of the Services
- Scope of the work
- Number of FTEs
- Locations
- Date of award of Contract
- Date of commencement of the services
- Whether the work has been vetted / audited by any independent Agency / Institutional Service providers of Repute, and if so, Outcome thereof.
- Name of the person who can be referred to from Clients' side, with Name, Designation, Postal Address, Contact Phone and Fax numbers, E-Mail IDs, etc. (Attach copies of contracts)

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

Appendix 04 - Bid Security Letter

BID SECURITY LETTER

1. WHEREAS, (hereinafter referred to as "Vendor") has submitted its proposal and response dated.....(hereinafter referred to as "Bid") for the supply of all the requirements described in the Request for Proposal No. **BCC: REC: 111:01** along with its amendments/annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by Bank of Baroda.

2. We having our registered office at(hereinafter called the 'VENDOR') are offering security deposit of Rs. _____/- (Rupees _____ only) vide [demand draft / pay order / issued by a scheduled/Commercial bank] bearing No. _____ dated _____ [drawn on/ issued by] _____ (hereinafter referred to as "Bid Security") favouring „Bank of Baroda for consideration of the Bid of the above mentioned Vendor.

3. The Vendor specifically acknowledges and agrees that the Vendor has furnished his Bid on the understanding and condition that, if the Vendor:
 - a) Withdraws its Bid during the period of Bid validity specified by the Vendor on the Tender Documents or
 - b) Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity: -
 - i. Fails or refuses to execute the contract form if required; or
 - ii. Fails or refuses to furnish the Performance Security, in accordance with the instruction to Vendors.

Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Vendor.

- 4 The Bid Security shall be returned to unsuccessful Vendors within thirty (30) days from the date of the award of contract to a successful Vendor. The Bid Security shall be returned to the successful Vendor upon furnishing of Performance Security in accordance with the instructions of the Vendor.

- 5 The Vendor undertakes that it will not cancel the Bid Security referred to above till the Vendor is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.

- 6 The Vendor represents and warrants that the Vendor has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Vendor has taken all corporate, legal and other actions necessary or advisable to authorise the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Vendor to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Vendor under this Bid Security.

Dated this.....day of.....

Place: _____

Date: _____

Seal and signature of the Vendor

Appendix 05 - Bid Security Form

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

To

Head Collections – Agri Retail & Others
Bank of Baroda
Baroda Corporate Centre
Recovery Department
C-26, G-Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

WHEREAS _____ (hereinafter called “the Bidder”) has submitted its bid dated _____ (date of submission of bid) for providing Contact Centre Solution in response to Request for Proposal (RFP) No. _____ (hereinafter called “the Bid”) issued by Bank of Baroda.

KNOW ALL PEOPLE by these presents that WE _____ (name of bank) of _____ (name of country) having our registered office at _____ (address of bank) (hereinafter called “the Bank”) are bound unto Bank of Baroda (hereinafter called “the Contractor”) in the sum of _____ for which payment will and truly to be made to the said Contractor, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this _____ day of _____, 20____.

THE CONDITIONS of this obligation are:

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

Terms and Conditions of the Contract;

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

This guarantee will remain in force up to and including 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs._____-/- (Rupees _____ only).

Place:

SEAL

Code No.

SIGNATURE.

NOTE:

1. BIDDER 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.

Appendix 06 – Undertaking

To
Head Collections – Agri, Retail & Others
Bank of Baroda
Baroda Corporate Centre
Recovery Department
C-26, G-Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

Sir,

Sub: RFP for Selection of Collection Agency

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer services, 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 120 days from date of Tender closure date and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. 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
 - ii. Amount and Currency in which Commission paid / payable
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)

6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We confirm that we will abide by all the terms and conditions contained in the RFP.
8. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of Bidders.
9. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
10. We confirm that this response, for the purpose of short-listing, is valid for a period of 120 days, from the date of expiry of the last date for submission of response to RFP.
11. We confirm that we have noted the contents of the RFP and subsequent addendums, communications and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.
12. 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.....by20

Yours faithfully,

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

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

Appendix 07 – Functional and Technical Requirements

Functional RFP - Instructions Sheet		
Instructions for filling up of Appendix 07 A & B		
<p>1. "No." - Serial Number of the Requirement Provided by the bank. The vendor must not change any information in this column.</p> <p>2. "Particulars" - The detailed Requirement. The vendor must not change any information in this column.</p> <p>3. "BR" - Banks Ratings – The bank has classified each of the requirements as follows:</p>		
1.	Required	The requirement is necessary for efficient functioning
2.	Most Critical	The requirement must be satisfied in its entirety
<p>The vendor must not change any information in this column.</p>		
<p>4. "VS" - Vendor Scores – The vendor would be required to provide an appropriate score to each requirement as per the following table</p>		
0	Non Available	
1.	Future Provision – Services are not currently included but will be available within the next say 90 days (from date of submission of this proposal).	
2.	Available with Limitations - Services are available with some limitations, provisions or dependencies that require further explanation – refer to comment field.	
3.	Available – covered in the proposal.	
<p>5 "PR" - For all the requirements where the vendor provides a score of "0", "1", or "2", the vendor also needs to provide the expected number of days required for providing those services.</p>		
<p>6 "Comments" - Vendor Comments - The vendor is free to provide any Comments he wishes.</p>		

Notes

- The vendor is expected to include cost to provide the above services in the price quoted, therefore the cost should include all the requirements where the score provided is from 0 to 2.
- For all the requirements where the vendor provides a score of '0', '1' or '2', time required to provide services as required by the Bank must be provided.

Functional RFP - Instructions Sheet

- 5 In case the vendor fails to provide a "Vendor Score" against any of the "Bank Ratings" the response would be considered as incomplete.
- 6 The vendor is expected to provide the response by filling up the columns "Vendor Score" and "Comments" only. The vendor is advised not to make any changes to any information on the RFP documents for example insert a row or delete a row or modify any other information like change bank ratings, change the functionality required, etc.
- 7 Every requirement needs to be treated as an individual requirement and should not be clubbed with any other requirement and the vendor needs to provide a "Vendor Score" for that individual requirement, in case the vendor clubs the requirements the response would be treated as incorrect.

A - Functional Requirements

VS Vendor Score: 5 = Available, 2 = Available With Limitation, 1 Future Provision, 0 = Not Available

No.	Functional Requirements	BR	VS	PR	Comments
1.	Process				
	Outbound calls to customers	2			
	Handling inbound calls from collector for payment pick up requests generated.	2			
	Collection of dues by visiting the customer	2			
	Customers to be categorized for collection calling: Pre Delinquency Calling (Pre DD) Bucket Calling (X, 30, 60,90 & 90+)	2			
2.	Locations Covered				
	West: Mumbai/ Pune/ Ahmedabad	2			
	South: Hyderabad/ Chennai/ Bangalore	2			
	North: Delhi/ Chandigarh/ Jaipur/ Lucknow	2			
	East: Kolkata	2			
	Other centers in top-30 (can be indicative)	2			
3.	Receive Allocations and Data Allocation				
	Receive allocation from the Bank as per prescribed schedule via SFTP or other secure mode	2			
	Once allocation starts coming in, the Vendor personnel allocates data to their Tele-callers in their own CRM deployed for this activity	2			
4.	Calling Process				
	The Vendor will provide dedicated telephone lines for making outbound calls and to receive inbound calls. The Vendor will deploy technical capability to record 100% of calls done to customers or received from customers on these lines	2			
5.	Post Due Date Additions				
	The first three round of calling should be completed within 10-12 days of cycle allocation. Post calling the no contacts (NC) cases 2 need to be routed seamlessly and in an automated way to field team as referrals	2			
6.	Call Records Recording, Retention and Retrieval Process				
	The calls are to be recorded automatically in standard voice format, each call to have a unique identification tag while storing	2			
	Record of calls to be retained for a period of 12 months from the date of generation of each record	2			
	The system of Recording of Calls should be checked on periodic basis to ensure that	2			

	calls are being recorded; a log to demonstrate that Call Recording System was checked must be maintained				
7. Call Monitoring by the Vendor					
	On a weekly basis the Quality Supervisor/TL, is responsible to monitor at least 2 calls per agent	2			
	The evidence of such call monitoring to be maintained by the Vendor for record purposes	2			
8. FOS					
	Arranging adequate FOS agents at client confirmed locations for cheque Pick Up	2			
	Ensuring visit to customers Home / Office Address as per the appointment details received from the Tele-callers	2			
	Collecting cheque from the customer as per the liner report	2			
	Providing an acknowledgement / receipt to the client as per the receipt management process mutually decided with the client	2			
	Deposition of cheque at client's nearest branch as per TAT set	2			
	Reconciling receipt books at client branches on weekly basis	2			
	Daily updating of Feedback on the Visit Made and sharing the same with the respective TL"s	2			
9. Professional Representations and Conduct					
	The Vendor shall, at all times, comply with all laws and regulations governing the conduct of FOS agents. Appropriate records to be maintained internally and easily accessible to the bank	2			
10. Appearance and Dress Code for FOS					
	The FOS Agent must be in proper attire while meeting up with Customer	2			
	The FOS Agent should wear a clean and well-ironed shirt and pants	2			
	The FOS Agent should carry the Identity card provided to him by the Vendor	2			
	The identity card issued should state the full name, designation of the FOS Agent along with his photograph and the details of the Vendor such as name, address and contact telephone numbers	2			
11 MIS Reports, Online Dashboard, Response files					
	Collate this feedback received and circulate the same internally and to the Bank daily	2			

	Provide online dashboard on various parameters as per Bank's requirement	2			
	Provide response file as per Bank's requirements	2			
12	Skill Sets				
	Team Lead – Graduate Mandatory, minimum 3 years" experience in team leading in call centre	2			
	Team Lead to manage and coordinate with pickup team for payment/pickup conversion to ensure resolution as per target	2			
	Associates – managing outbound collection calls, closing calls with promise to pay and pickup, minimizing roll forward rate on the assigned portfolio, relationship building with existing customers	2			
	Associates qualification preferably graduate	1			
	Associates have accredited by authorized agency	2			
	Associate to follow code of conduct prescribed by the Bank	2			
	Lead, manage and motivate a team of 25 associates i.e. ratio of team lead to associate is 1: 25	2			
	Languages multilingual (Hindi, English, Marathi, Gujarati, Punjabi, Bengali and other official languages)	2			
13	Training				
	The Vendor must impart training as per content and methodology prescribed by bank covering Product, Process, Quality, Regulatory awareness	2			
	Agents must be certified before hitting the production floor and certification process has to be approved by bank	2			
	Agents must be going through refreshers based on Call monitoring feedback, product& process related updates	2			
14	Key Performance Indicator (KPI)				
	Major KPI to be monitored – Contact Rate, Promise Rate, RoR by Vintage	2			
15	Service Level				
	Operating days and hours: 365 days except national and mandatory holidays; Hours – 8 AM – 7 PM	2			
16	Escalation Procedure				
	All process related escalations will be notified to the Bank along with Vendor's internal process.	2			

B Minimum technical requirements for vendors

No.	Functional Requirements				
1.	PRI /Dialer requirements				
	The Vendor should have the service PRI for outbound calls from 2 service providers	2			
	Aspect UIP6.6 or equivalent	2			
2.	Call Center Technology & Infrastructure Connectivity				
	Minimum configuration: <ul style="list-style-type: none"> • Windows 8 Professional – 32 bit • RAM: 4 GB • Processor: Intel Pentium 4 3.0 GHz or equivalent • Integration with FOS handheld • App for inputting data by FOS 	2			
3.	Security Guidelines				
	Dedicated operation area should be defined for Bank running out of the Vendor site.	2			
	V-LAN should be completely separate from rest of the network. Only our campaign should run from that segregated network	2			
	All workstations on the network would be dumb terminals. They would have no floppy drives, no CD ROM drives.	2			
	USB Storage ports would need to be disabled on the computers.	2			
	Internet will be given only business need basis and access to the Internet must be restricted.	2			
	Firewall need to be installed to protect network from intrusions from the Internet.	2			
	No Modem of any kind to be allowed in the network	2			
	No laptops of any kind to be connected on network, unless approved by Bank authorized personnel.	2			
	All windows servers/desktops should have real- time antivirus protection enabled and Anti-Virus should be updated daily. Also the report for the antivirus updation to be shared with information security and mark cc to Respective business FPRs.	2			
	Bank applications and data on servers should be separated from other customers with firewall. Separate Server for Bank should be provisioned. Bank data should not be shared across common servers.	2			
	Process should be in place to keep server configuration current, including updates with	2			

	latest service pack, patches and security hot-fixes.				
	All servers should be configured and hardened as per the Bank, Indian standards. Vulnerability scan should be performed on all new servers and gap fixed prior to put in the network.	2			
	No Person working on a Bank Data would be allowed to take anything outside the Vendor shop. Proper checking of Agents needs to be undertaken when he/she enters the site and when he/she leaves the site for any kind of paper, device such as CD ROM, Floppy etc.	2			
	No person in the shop will be allowed to connect to the Internet by modem, router or by any way.	2			
	No workstation would be allowed to take print out unless approved by Bank FTE on the site.	2			
	Parallel ports on the all the workstations would needs to be disabled.	2			
	No data will be stored in papers, if any paper is not required it should be destroyed by shredding. The Vendor must provision for a shredder to destroy confidential printouts.	2			
	Bank will reserve the rights to audit the premises at any time they feel right. The Vendor would not have any concern about the audit and will Grant full access to the auditor (Bank or Third Party) to conduct the audit as per the Bank requirements. It is not mandatory to disclose the date and time of the audit of the premises.	2			
	Data purging has to be in line with Bank policies/guidelines issued to partner on time to time basis.	2			
	IF CD's/Hard drives used for data transfer should be destroyed Post data upload from the CD, The Vendor will destroy/format the CD/hard drive in front of the Bank FTE and send a confirmation to respective business FPRs.	2			
	All data transfer between the Vendor and Bank should be in encrypted format with 128 bit encryption.	2			
	No data should be stored on telecaller's workstation. All data should be stored on servers.	2			
	Only supervisor should have necessary access to the data. Lower level staff will have access to data only on need to know basis.	2			

	Agents must submit their hand bags/mobile phone/PDA's to the Team leader before they login to the systems	2			
	Agents should not be allowed to take any notebook/papers outside the office premises (no paper work).	2			
	Fire Detection and Prevention measures should be in place.	2			
	Air-conditioning system should be installed for Data Center area.	2			
	Identification badges should be provided to employees, visitors, contractors and third party personnel entering the premises.	2			
	Register should be maintained for entry and exit of visitors, contractors and third party personnel.	2			
	All changes on the network/system would go through the change management process which will have to be approved by Bank Information Security officer.	2			
	The Vendor needs to comply with Bank data classification standards. The entire data/information is classified as Confidential.	2			
	The Vendor must provision for the CCTV recording for all entry/exit points and all workstations also all recording backups must be kept with the vendor.	2			
	No Password will be shared between employees of the Vendor. Individual employee will own individual id & password.	2			
	Agents shall not be allowed to send mails to external domains like Gmail, Yahoo, etc.	2			
	Agents shall not be allowed to copy and paste to local system.	2			
	The Vendor shall implement ISMS in accordance with ISO 27001	2			
	The access to call & screen records should be limited to authorized individual(s).	2			
	Generic IDs shall not be used o access to banks data. Periodic user IDs and access review shall be performed for all system components.	2			
	Audit trails for all the activities performed on agent have to be generated and maintained as per bank's policy.	2			
	Agents shall not have excess privileges(administrator) rights in the application / systems accessed by them.	2			
	Auditable trails on system	2			

	Capturing all customer feedback, ATRs, action taken and allocation.	2			
	Ability to handle instant upload of customer actions and real time upload to the Bank	2			
5.	Regulatory & Compliance				
	The Vendor's location should be registered as OSP with DOT Copy to be attached while submitting response.	2			

Appendix 08- Masked Commercial Bid

The vendor is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addendums in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilize the solution.

Appendix 09 - Comments Format

[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, 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:

Sr. No.	Page #	Point/ Section #	Clarification point as stated in the tender document	Comment/ Deviation	Suggestion/
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Date:

Appendix 10 – Conformity with Hardcopy Letter

(to be given by all the Vendors participating in the RFP on their official letterheads)

To

Head Collections – Agri, Retail & Others
Bank of Baroda
Baroda Corporate Centre
Recovery Department
C-26, G-Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

Sir,

Sub: RFP for Selection of Collection Agency

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:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

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

Appendix 11 – Conformity Letter

(to be given by all the Vendors participating in the RFP on their official letterheads)

To

Head Collections – Agri, Retail & Others
Bank of Baroda
Baroda Corporate Centre
Recovery Department
C-26, G-Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

Sir,

Sub: RFP for Selection of Collection Agency

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. 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.

We also here by confirm that our prices as specified in the Appendix 12- Commercial Bid details are as per the Payment terms specified in the Tender document.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

Appendix 12 - Commercial Bid

The commercial bid evaluation will be done on the basis of total cost, which is a sum of total tele-calling cost and the skip tracing cost. The bidder will have to quote for “Per-seat cost” for tele-calling and the total cost of skip tracing for 3 people.

Parameter	Costing
Fees for one tele caller in Rs. (to be filled by the bidder)	
Minimum number of tele-callers (#)	500
Total tele caller fees (to be filled by the bidder) in Rs. (A) (This is a multiplication of minimal tele caller and fee per tele caller)	

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

Total fees A+B is Rs.(in words). This fee is excluding the GST and including all other relevant taxes.

Appendix 13 - Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Head Collections – Agri, Retail & Others
Bank of Baroda
Baroda Corporate Centre
Recovery Department
C-26, G-Block
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

WHEREAS M/S (Name of Vendor) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at , (Please provide complete address) (hereinafter referred to as "Vendor") was awarded a contract by Bank of Baroda (BOB) 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 vendor is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favour 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 Vendor has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Vendor, WE,, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act,1970/1980 having it's

..... Office at
..... and
a branch inter alia at..... India have agreed to
issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and it's 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 Vendor of any of the terms and conditions contained in the PO and RFP and in the event of the Vendor 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 Vendor 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 vendor 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 Vendor 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

vendor 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 vendor or any other forbearance, act or omission on your part or any indulgence by you to the vendor 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 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.
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 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.
7. 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 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, email 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/emailed.
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 un-cancelled 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 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.
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 vendor 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 vendor shall have no claim against us for making such payment.

13. Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to ` (` only) and it shall remain in force until[Insert date of validity of BG], with an additional claim period of thirty (90) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Bank serves upon us a written claim or demand.

14. We have the power to issue this Bank Guarantee in your favour 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

Appendix 14 - 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 advisors 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 advisors.