



बैंक ऑफ़ बड़ौदा
Bank of Baroda

**Request for Qualification
For Selection of Service Provider as SMS
Aggregator**

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

26th September 2019
RFQ Reference: BCC:IT:PROC:111:42

[A] Important Dates:

#	Particulars	Timeline
1.	RFQ Issuance Date	26th September 2019
2.	RFQ Coordinator Name, Contact details (Bank)	1. Mr. Sunny Kaith, Manager (IT) 2. Contact No. - 022-66983228 / 3237 / 1556 3. Email: rfp.it.procurement@bankofbaroda.co.in 4. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, C-34, G-Block, Baroda Sun Tower, 7 th Floor, Project Office, BKC, Mumbai - 400051
3.	Last Date of written request for clarifications before the pre application Meeting	3:00 PM on 7 th October 2019
4.	Pre application meeting & Venue details	3:00 PM on 9 th October 2019 at Bank of Baroda, Baroda Sun Tower, Bandra Kurla Complex, Mumbai – 400051
5.	Last Date of Submission of RFQ response (Closing Date)	3:00 PM on 18th October 2019 Mode: Online URL: https://bobtenders.abcprocure.com
6.	RFQ response opening Date	3:03 PM on 18th October 2019 Mode: Online URL: https://bobtenders.abcprocure.com
7.	Application Money	Rs. 25,000/- (Rupees Twenty Five Thousand only)
8.	Minimum requirement for Online RFQ response submission	1. Computer / Laptop (Notebook) with internet connection 2. Operating system - Windows 7 or above 3. Digital certificate (DC) - Class II or III, Signing + Encryption. (DC to be organizational type if bidder is participating on behalf of an organization) 4. Web Browsers: Internet Explorer 9.0 (32-bit Browser only) & above
9.	Mode of application submission & online portal's URL	Mode: Online URL: https://bobtenders.abcprocure.com
10.	Support details of Online Portal facilitator	M/s e-Procurement Technologies Limited Mr. Yashrajsingh Rathod Email: yashrajsinh@auctiontiger.net Phone: +91-9081000427,9904407997

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda'
2. Recipient, Respondent, Bidder, means the respondent to the RFQ document
3. RFQ means the Request For Qualification document
4. RFP means the Request For Proposal document
5. Proposal, Bid, Application means "Response to the RFQ Document"

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 strictly adhere to the instructions given in the document and maintain confidentiality of information. The bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

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1. Introduction

1.1 Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 9500+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai - 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFQ document, hereinafter called RFQ, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the application for Request for Qualification for Selection of Service Provider as SMS Aggregator.

1.2 Project overview

This Request for Qualification (RFQ) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to shortlist the bidders interested for providing services of SMS Aggregator.

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

1.3 Project Scope

Bank of Baroda desires to have **two service providers** who offers proven experience in the field of SMS Aggregator. SMS delivery platform is required to facilitate sending of SMS to customers for various transactions, OTP, alerts, information etc. The service provider needs to provide SMS notification service to Bank’s Customer (Both Domestic and International customers). The proposed solution should be capable for providing Outgoing / Incoming SMS using secure authentication system and incorporate the features from various platforms /systems implemented in Bank.

Bank’s Present SMS volumes are around 1 crore per day. The proposed solution should be capable to handle/ deliver SMS volume of 45 crore per month without any limitation or capping i.e. minimum 1.5 crore SMS per day and there should be no restriction for maximum capacity. These volumes are only estimated as per present projections and Bank does not guarantee these volumes of business.

The Bidder is expected to:

1. Provide a complete solution which needs to be customized as per Bank’s existing interface. The details with regard to the interface will be provided by the Bank to the successful bidder.

2. Support smooth migration from the existing SMS aggregator application. The service provider should support porting of existing long code / short code / virtual mobile number / miss call number codes of Bank without any extra cost to Bank including recurring installation cost as well as monthly recurring charges associated with VMN.
3. Size the infrastructure (hardware, Operating System, Database and other related software) for the solution based on the volume and the growth and propose the same as part of their technical bid submission. Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the vendor. However the complete setup of the SMS aggregator shall be part of the scope of the vendor.
4. White list existing templates & future templates (Multilingual & English both).
5. Change/upgrade/customize the infrastructure from time to time for ensuring the compliance to statutory, RBI, TRAI and IBA guidelines at no extra cost to the Banks Bidder to provide undertaking.
6. Provide web service to the source application to access the delivery status of any SMS
7. Update SMS delivery status to various source systems along with SMS platform as per Bank's requirement. Delivery status should be updated online. Delivery reports need to be provided in the exact format that will be specified by Bank.
8. Have multiple service providers for outbound messages
9. Provide suitable means such as website / portal / tool for generation of MIS reports and also for showing the current status of messages.
10. Provide a multilingual two way messaging solution across India. This will provide the widest reach of mobile banking.
11. Integrate with various interface/applications to fetch the delivery status from SMS using API, URL Redirection etc. or any other method as per Bank's requirement.

2. Evaluation process

A two stage process is adopted for selection of the successful bidder:

- ▶ Stage 1 – Qualifying stage
- ▶ Stage 2 – Bid stage

During evaluation of the application, the Bank, at its discretion, may ask the Bidder for clarification in respect of its application. The request for clarification and the response shall be in writing, and no change in the substance of the application shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any application 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.

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

2.1 Qualifying stage

The first stage (Qualifying stage) of the process involves qualification of the interested bidders who make an application in accordance with the provisions of this RFQ fulfilling the eligibility criteria. At the end of this stage, bidders meeting the eligibility criteria as mentioned in the RFQ will be eligible for participation in the second stage of the bidding process.

Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in Annexure 02 – Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents as part of the eligibility proof. Bidders who meet these criteria would only qualify for stage 2 - Bid stage.

The commercial quotes are not required to be submitted at the time of response submission by the bidders against this RFQ. Commercial quotes will be invited by the Bank from shortlisted bidders only as per Banks requirement during the RFP process.

2.2 Bid stage

In the second stage (Bid stage), Bidders that are pre-qualified & shortlisted by Bank shall be provided with the RFP document and are supposed to bid for the same as mentioned in the RFP.

3. Terms and conditions

3.1 General Terms

3.1.1 Information Provided: The RFQ document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFQ 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 RFQ document.

3.1.2 For Respondent Only: The RFQ document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.

3.1.3 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.

3.1.4 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.

3.1.5 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 RFQ document and the meaning and impact of that information.

3.1.6 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFQ document.

3.1.7 The issuance of RFQ 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 RFQ document that it has not relied on any idea, information, statement, representation, or warranty given in this RFQ document.

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

3.1.9 Acceptance of Terms: A Recipient will, by responding to the Bank’s RFQ

document, be deemed to have accepted the terms as stated in this RFQ document

3.1.10 Only one submission of response to RFQ by each Respondent will be permitted

3.1.11 The Bank expects the bidder to adhere to the terms of this RFQ document and would not accept any deviations to the same.

3.1.12 The Bank expects that the bidder appointed under the RFQ document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

3.1.13 Unless agreed to specifically by the Bank in writing for any changes to the issued RFQ document, the bidder responses would not be incorporated automatically in the RFQ document.

3.1.14 Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFQ document shall be the governing document for arrangement between the Bank and the bidder.

3.1.15 The Bank will notify the Respondents in writing as soon as practicable after the RFQ Evaluation Complete date, about the outcome of the RFQ evaluation process, including whether the Respondent's RFQ response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

3.2 Rules for Responding to this RFQ

3.2.1. The timeframe provided in point "[A] Important Dates" 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. 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.

3.2.2. All responses received after the due date/time as mentioned in "[A] Important Dates – Last Date of Submission of RFQ Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of RFQ response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFQ. The Bank has no liability to any Respondent who lodges a late RFQ response for any reason whatsoever, including RFQ responses taken to be late only because of another condition of responding.

3.2.3. The Bank has established RFQ coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFQ coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFQ Coordinator"

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

3.2.5. All questions relating to the RFQ, technical or otherwise, must be in writing and

addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

3.2.6. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFQ closes and all such information and material provided must be taken to form part of that Respondent’s response.

3.2.7. Respondents should invariably provide details of their email address(es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

3.2.8. The Bank may in its absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFQ closes to improve or clarify any response.

3.2.9. Bidder should submit their Eligibility bids Online i.e. through <https://bobtenders.abcpocure.com>. The bidder must register for submission of their bid as specified in this document.

3.2.10. Application Money as mentioned in “[A] Important Dates – Application Money” must be deposited through RTGS (Real Time Gross Settlement) / NEFT. The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of “final online bid submission”.

3.2.11. The RFQ response without the accompanying amount towards Application Money are liable to be rejected.

3.2.12. Commercial Bid – The commercial quotes are not required to be submitted at the time of response submission by the bidders against this RFQ. Commercial quotes will be invited by the Bank from shortlisted bidders only as per Banks requirement during the RFP process.

3.2.13. If the submission to this RFQ does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFQ is liable to be summarily rejected.

3.2.14. 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 RFQ process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents

3.2.15. All responses should be in English language. All responses by the bidder to this RFQ document shall be binding on such bidder for a period of 180 days after opening of the bids.

3.2.16. All responses 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.

3.2.17. The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank.

3.2.18. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

3.2.19. 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 as mentioned in the RFQ document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions as proposed in the RFQ document.

3.2.20. Grievance Redressal: Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFQ may file a request to the Chief Technology Officer at cto@bankofbaroda.com. It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFQ. All letters must be addressed to the following:

Chief Technology Officer
Bank of Baroda, Baroda Sun Tower
C-34, G-Block, BKC, Mumbai-51

3.3 Application Money

A non-refundable Application Money of as mentioned in “[A] Important Dates – Application Money” through electronic mode at the time of submission of the technical bid. Proof of same is to be submitted while opening of eligibility bid failing which the bid of the concerned bidder may be rejected. This non-refundable fee is to be submitted through the electronic mode to the below mentioned account:

Account Number-29040400000418
Account Name – Bank of Baroda
Branch- BKC, Mumbai
IFSC- BARB0BANEAS

3.4 Others

3.4.1 The terms and conditions as specified in the RFQ and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any

additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing

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

3.4.3 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.

3.5 Other RFQ Requirements

3.5.1 This RFQ 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 of the RFQ document and its subsequent addendums as it deems necessary at its sole discretion. The Bank will inform all bidders about changes, if any.

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

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

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

3.5.5 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.

3.5.6 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.

3.5.7 If the Bank is not satisfied with the specifications as specified in the RFQ document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.

4. General Terms and Conditions

4.1 Governing Laws

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

4.2 Assignment

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this RFQ 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 RFQ 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 RFQ.

4.3 Sub-Contracting

Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered for the submission of the proposal. Such proposals will be disqualified.

4.4 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 RFQ 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 RFQ 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.

4.5 Solicitation of Employees

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

4.6 Inspection of Records

All bidder records with respect to any matters covered by this RFQ 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 Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

4.7 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.

4.8 Compliance with Laws

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, 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.

4.9 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:

- i. "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
- ii. "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.

4.10 Authorized Signatory

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

4.11 Right to Reject Application

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

- It is not in conformity with the instructions mentioned in the RFQ document.
- It is not properly or duly signed.
- It is received through email / telex / telegram / fax
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFQ.
- There is any form of canvassing/lobbying/influence/query regarding short listing, status etc.

4.12 Information Confidentiality

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

5. Disclaimer

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

6. Instructions to Bidders for E Tendering

6.1 General Instructions

To view the Tender Document along with this Notice and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda: <https://bobtenders.abcprocure.com>

The Bidders participating first time for e-Tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-Tendering portal. A link for enrolment of new bidders has been provided on the above link. All prequalified bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder's authorized individual's (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission) please contact Bank of Baroda e-Tendering Help Desk on: 079-68136815, 9879996111 or mail: support@abcprocure.com / rfp.it.procurement@bankofbaroda.com

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

6.2 Purchase and Downloading of Tender Document

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

Only those Tender offers shall be accepted for evaluation for which non-refundable Application Money is deposited as per the terms mentioned in this RFQ.

6.3 Preparation & Submission of Bids

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ON LINE" shall be summarily rejected. No other form of submission shall be permitted.

6.4 Do's and Don'ts for Bidder

- ▶ Registration process for new Bidder's should be completed within first week of release of RFQ.
- ▶ The e-Procurement portal is open for upload of documents from the start of the Bid submission date. Hence Bidders are advised to start the process of upload of bid documents well in advance.
- ▶ Bidder has to prepare for submission of their bid documents online well in advance as

- The upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder's infrastructure and connectivity.
- To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- ▶ Bidder to initiate few document uploads during the start of the RFQ submission and help required for uploading the documents / understanding the system should be taken up with e-procurement vendor well in advance.
- ▶ Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- ▶ Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- ▶ Part submission of bids by the Bidder's will not be processed and will be rejected.

7. Guidelines to Bidders for Electronic Tendering System

7.1 Pre-requisites to participate in the Tenders

Registration of Bidders on Electronic Tendering System on Portal of BOB:

The Bidders non Registered in BANK OF BARODA and interested in participating in the e-Tendering process of BOB shall be required to enroll on the Electronic Tendering System. To enroll bidder has to generate User ID and password on <https://bobtenders.abcprocure.com>

Registration of New Bidders:

<https://bobtenders.abcprocure.com/EPROC/bidderregistration>

The Bidders may obtain the necessary information on the process of Enrollment either from Helpdesk Support Team: 079-68136815, 9879996111 or may download User Manual from Electronic Tendering System for BOB. i.e. <https://bobtenders.abcprocure.com>

7.2 Preparation of Bid & Guidelines for Digital Certificate

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption)

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

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per *Indian Information Technology Act, 2000*.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on

the Electronic Tender Management System of Bank of Baroda as per *Indian Information Technology Act, 2000*. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

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

7.3 Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the Bidder are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

- Operating System Requirement:
Windows 7 and above
- Browser Requirement (Compulsory)
Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.
- Toolbar / Add on / Pop up blocker

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

7.4 Steps to participate in the e-Tenders

7.4.1 Online viewing of Detailed Notice Inviting Tenders:

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by BOB on the home page of BOB e-Tendering Portal on <https://bobtenders.abcpocure.com>

7.4.2 Download of Tender Documents:

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via Demand Draft mode by filling the cost of tender form fee.

7.4.3 Online Submission of Tender

Submission of Bids will be preceded by Online Submission of Tender with digitally signed

Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or uploadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Uploadable document type of templates, the Bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

- a. The Bidders upload a single documents uploadable option.
- b. The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.
- c. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- d. This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which available for download under Download section on <https://bobtenders.abcprocure.com>

Steps to encrypt and upload a document:

- Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).
- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e Technical / Commercial.

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

Bidders need to take extra care while mentioning tender ID, entering incorrect ID will not allow bank to decrypt document.

7.4.4 Contact details of e-Procurement Technologies Limited

Primary Contact Numbers:- M:- 9081000427, 9904407997

1. Sujith Nair:- 079-68136857, sujith@eptl.in

2. Jaymeet Rathod:- 079-68136829, jaymeet.rathod@eptl.in
3. Vinayak Khambe:- 079-68136835, vinayak.k@eptl.in
4. Nadeem Mansuri:- 079-68136853, nadeem@eptl.in
5. Imtiyaz Tajani:- 079-68136831, imtiyaz@eptl.in
6. Hemangi Patel:- 079-68136852, hemangi@eptl.in
7. Kanchan Kumari:- 079-68136820, kanchan.k@eptl.in
8. Deepak Narekar:- 079-68136863, deepak@eptl.in
9. Anshul Juneja:- 079-68136840, anshul.juneja@eptl.in
10. Salina Motani:- 079-68136843, salina.motani@eptl.in
11. Devang Patel:- 079-68136859, devang@eptl.in

Alternate Contact Numbers:-

- Mr. Yashrajsinh Rathod:- 079-68136815, 9879996111, yashrajsinh@auctiontiger.net
- Ms. Shubhangi Banodiya:- 079-68136826, 9879996111 shubhangi@auctiontiger.net

7.4.5 Close for Bidding

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

7.4.6 Online Final Confirmation:

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

7.4.7 Short listing of Bidders for Financial Bidding Process:

The Tendering Authority will open the RFQ response documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for RFP stage. The short listed Bidders will be intimated by email.

7.4.8 Tender Schedule (Key Dates)

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

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

Annexure 01 - Table of Contents

Application to contain the following

Section #	Section Heading	Proforma Given
1.	Covering letter certifying eligibility criteria compliance	Bidder to provide
2.	Credential letters / Supporting documents	Bidder to provide
3.	Eligibility criteria compliance with bidder comments	Annexure 02
4.	Application Money Transaction Details	Bidder to Provide
5.	Undertaking from the bidder	Annexure 03
6.	Conformity Letter	Annexure 05
7.	Copy of the RFQ document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed RFQ document.	Bidder to provide
8.	Integrity Pact (Dully Signed and Stamped by Authorized Signatory on proper stamp paper)	Annexure 06
9.	Letter of authorization from the company authorizing the person to sign the RFQ response and related documents.	Bidder to provide
10.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Date:

Email and Phone #

Address

Annexure 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the Bidder

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1 st April 2018 till date.		Letter of confirmation from Bidder.
3	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from Bidder.
4	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from Bidder.
B	Financial		
1	<p>The Bidder must have registered a turnover of Rs. 20 or above (from Indian Operations only) in each year during the last three completed financial years – 2016-17, 2017-18 and 2018-19* (Not inclusive of the turnover of associate companies).</p> <p>* If 2018-19 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2015-16 along with an undertaking letter from the bidder that the 2018-19 Statements are not audited.</p>		<p>Audited Financial statements for the financial years 2016-17, 2017-18 and 2018-19.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p> <p>* If 2018-19 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2015-16 along with an undertaking letter from the bidder that the</p>

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
			2018-19 Statements are not audited.
2	<p>The Bidder must be Net profit (after tax) making entity (from Indian operations only) continuously for the last three years, that is financial years – 2016-17, 2017-18 and 2018-19* (Not inclusive of the profit of associate companies).</p> <p style="text-align: center;">OR</p> <p>The Bidder must be a cash profit making entity (Net profit + depreciation) (from Indian operations only) continuously for the last three years, that is financial years - 2016-17, 2017-18 and 2018-19* AND must have positive networth** in each of the last two financial years. (Not inclusive of the turnover of associate companies)</p> <p>* If 2018-19 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2015-16 along with an undertaking letter from the bidder that the 2018-19 Statements are not audited.</p> <p>**Networth is to be calculated as: Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) – (Accumulated Balance of loss + Balance of deferred revenue expenditure + Other intangible assets)</p>		<p>Audited Financial statements for the financial years 2016-17, 2017-18 and 2018-19.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p> <p>* If 2018-19 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2015-16 along with an undertaking letter from the bidder that the 2018-19 Statements are not audited.</p>
C	Experience & Support Infrastructure		
1	Bidder should have provided SMS Services with minimum 30 lakh SMS's per day in at least one Public Sector / Private Sector Bank / BFSI in India during the last three years. The solution offered should be currently running successfully.		Documentary Proof / Purchase order / agreement copy / customer credentials.
2	Should have provided multilingual (other than English) SMS facility in at least one		Documentary Proof / Purchase order / agreement copy / customer credentials.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	public / private commercial sector banks in India during the last three years		
3	Should have tie up with at least 3 major Telecom Service Providers in India.		Documentary Proof / agreement copy
4	Should have interfaced their system with Bank's delivery channel like ATM, Internet Banking etc. for real time delivery using industry standard protocol.		Letter of confirmation
5	Bidder should have direct support offices at Mumbai and Hyderabad. In case direct support office of the bidder is not present in Hyderabad / Mumbai then an undertaking to be provided by the Bidder stating that direct support would be provided by the bidder at Hyderabad / Mumbai whenever desired by the Bank		Letter of confirmation
6	Necessary licenses /registration with TRAI for delivery of both transactional and promotional SMS and should be registered with TRAI for telemarketing		Documentary Proof

All dates if not specified to be applicable from the date of the RFQ.

* If 2018-19 Financial Statements of any bidder is unaudited then Bank would consider the Audited Financial Statements of 2015-16 along with an undertaking letter from the bidder that the 2018-19 Statements are not audited.

** Networth is to be calculated as: Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) – (Accumulated Balance of loss + Balance of deferred revenue expenditure + other intangible assets)

Authorized Signatory

Designation:

Name:

Bidder's Corporate Name

Email and Phone #

Annexure 03 - Undertaking from the Bidder

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Qualification – Selection of Service Provider as SMS Aggregator

1. Having examined the RFQ Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned apply for selection of service provider as SMS Aggregator as mentioned in the 'Request for Qualification' and other schedules of requirements and services for your Bank in conformity with the said RFQ Documents.
2. If our Application is accepted, we undertake to participate in the RFP process.
3. We agree to abide by this Application for 180 days from date of Application opening and our Application shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. We undertake that in competing for and if we are shortlisted, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. Commission or gratuities, if any paid or to be paid by us to agents relating to this RFQ and to Contract execution, if we are awarded the Contract are listed below.
 - a) Name and Address of the Agent - (if Not applicable please mention NA)
 - b) Amount and Currency in which Commission paid / payable -
 - c) Purpose of payment of Commission -(if Not applicable please mention NA)
6. We agree that the Bank is not bound to accept any Application the Bank may receive.
7. 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 Application 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:.....

Address
Bidder's Corporate Name
Email and Phone #

Annexure 04 - Pre Application Queries Form

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

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

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

e-Mail ID:

Sr. No.	Page #	Point / Section #	Category (Scope/ /Legal/General)	Clarification point as stated in the RFQ document	Comment/ Suggestion/ Deviation
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:



Annexure 05 - Conformity Letter

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

To

Chief Technology Officer
Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Qualification – Selection of Service Provider as SMS Aggregator

Further to our proposal dated, in response to the Request for Qualification(Bank's RFQ No. hereinafter referred to as "RFQ") 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 RFQ and the related addendums and other documents including the changes made to the original RFQ documents issued by the Bank shall form a valid and binding part of the aforesaid RFQ document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 06 - Integrity Pact

PRE CONTRACT INTEGRITY PACT

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

Between

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

And

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

Preamble

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

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

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

Section 1 - Commitments of BOB

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

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

Section 2 - Commitments of the Bidder(s)

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Subcontractors

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

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

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

Section 8 - Independent External Monitor

- 1) The BOB has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Mr. Shirish Balakrishna Agarkar (email id: agarkar.bob1@gmail.com) appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential.

- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- 5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 Facilitation of Investigation

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

Section 10 - Pact Duration

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

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

Section 11 - Other provisions

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

(For & On behalf of the BOB)

(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)
