



# Tender for Providing Whats-app Business API Solution

**Bank of Baroda**

**RFP/TENDER REF. NO.: BCC:IT:PROC:112:30**

**25 June, 2020**

## TENDER FOR PROVIDING WHATSAPP BUSINESS API SOLUTION

### A. BRIEF PROJECT REQUIREMENT

Bank requires WhatsApp Business API to communicate more efficiently with customers and provide them services in a better and efficient manner. Details of the scope as below:

- Set up verified WhatsApp Business account of Bank of Baroda. The setup is to be done on Indian phone Number.
- WhatsApp Business API should support Profile Management, Contact Management and Message Support.
- Adding new user to contact list should support import via phone number and through WhatsApp user verification. It should also support contact verification function which check added user have active WhatsApp user account and should also send contact name along with the first message.
- IT should support message status support (send, delivered, read), rich messaging support (audio message, location sharing etc.) and template message (template message request / creation via console, template message retrieval via API and template message localization(local language)) support.
- Implement opt-in campaign for taking consumers consent for sending messages to their WhatsApp accounts. Bidder must implement opt-in campaign through various communication mechanisms like missed calls, SMS, email, QR code etc.
- Providing a console to send WhatsApp notification / messages to registered/nonregistered customers of Bank of Baroda.
- Providing an API to send WhatsApp notification / messages to registered/non-registered users of Bank of Baroda.
- Provide APIs to receive messages sent by users through WhatsApp.
- Providing console to respond to messages received over WhatsApp.
- Providing Console to view summary & detailed reports / MIS of messages or notification sent / received. Billing will be done on basis of summary report available on the console.
- The bidder shall provide free of cost WhatsApp message services for at least a period of 24 hrs, if the user initiates the request and responds to be made to the user through WhatsApp messages/notifications.
- Implement sending WhatsApp messages in Hindi and English language. Messaging framework must be capable of sending messages in various media formats like image, pdf, video, gif, emojis, stickers etc. allowed by what's app and the file size limit should not be not less than that of permissible limit by WhatsApp.
- Bidder will provide support to Bank for integration of Bank's chatbot with WhatsApp Business Application. Bidder will also provide support for future integration of other application integration.



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- The System should have proper Business Continuity Plan. As part of BCP The system should have Data Center & Disaster Recovery Center in different seismic zone and both should hosted in India.
- The system should be scalable to meet any incremental requirement.
- System should support all banking use case (Customer acquisition, cross selling/ upselling, servicing like balance enquiry, mini statements, block/ unblock card etc).
- The system should support block listing of users. So user can not sent the message.
- System should store the data in encrypted form with Bank of Baroda encryption key.
- As part of implementation successful bidder will audit the system with Cert-In empaneled auditor.
- Successful Bidder will provide training on Train the Trainer model for all proposed module and functionalities.
- Reports need to be customizable as per Bank's requirement.
- The system should be able to integrate with Bank's Security Operation Centre for monitoring purpose.
- Successful bidder will submit service delivery report as per the agreed format along with the monthly billing.

## **B. PURPOSE**

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 bid document, hereinafter called Tender, to eligible Bidders, hereafter called as 'Bidders / Bidders', to participate in the competitive bidding process.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this Tender and who fulfill the criteria mentioned in this document. The participating bidder must agree to all our terms & conditions mentioned under this Tender document.

## **C. E-PROCUREMENT GUIDELINES**

The vendors are requested to submit their commercial proposal for above mentioned procurement through website link provided below as part of e-tendering only. e-tendering / online tendering is the simulation of the manual tendering process on the internet i.e. the eligible bidders / tenders can log on to the internet website specified using a unique user name. & password and place their Technical & Commercial bids. The eligible bidders will be trained by M/s e procurement Technologies Ltd. personnel on the methodology of submitting the bids online using a digital signature/electronic key / password at the date and time specified. The bids placed by the bidders are confidential and will be opened by the authorized Bank of Baroda officials. No other person can gain access to the information regarding the bids, which is confidential in nature.



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**Minimum requirement:**

- 1) Computer/Laptop with internet connection
- 2) Operating System– Windows XP Service pack -3 / Vista /Windows 7
- 3) Digital Certificate - Class II or III, signing + Encryption and it should be organizational certificate.
- 4) Vendor registration can be done online by opening Website <https://bobtenders.auctiontiger.net/EPROC/>. Click on Registration link, create User Id and Password and attach your Digital certificate.

**D. IMPORTANT DATES**

#	Particulars	Timeline
1	RFP Issuance Date	25 <sup>th</sup> June, 2020
2	RFP Coordinator Name, Contact details (Bank)	<ol style="list-style-type: none"> <li>1. Mr. Arnab Das, Sr. Manager (IT)</li> <li>2. Contact No. - 022-66983237 / 3228 /1556</li> <li>3. Email: rfp.it.procurement@bankofbaroda.co.in</li> <li>4. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, C-34, G-Block, Baroda Sun Tower, 3rd Floor, Project Office, BKC, Mumbai - 400051</li> </ol>
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	1st July, 2020
4	Pre-bid Meeting details	<ul style="list-style-type: none"> <li>○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 3rd July 2020 at 11AM.</li> <li>○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on rfp.it.procurement@bankofbaroda.com by 1st July 2020 along with pre-bid clarification.</li> <li>○ Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.</li> <li>○ Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting</li> </ul>
5	Last Date of Submission of RFP Response (Closing Date)	3:00 PM on 17 <sup>th</sup> July 2020 Mode: Online URL: <a href="https://bobtenders.abcprocure.com">https://bobtenders.abcprocure.com</a>
6	Eligibility Cum Technical Bid Opening Date	3:30 PM on 17 <sup>th</sup> July 2020 Mode: Online URL: <a href="https://bobtenders.abcprocure.com">https://bobtenders.abcprocure.com</a>
7	Commercial Bid	The commercial bids of only those Vendors who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid



		would be communicated separately to the technically eligible Vendors.
8	Application Money	Rs. 25,000/- (Rupees Twenty Five Thousand only)
9	Bid Security (Earnest Money Deposit)	Rs. 3,00,000/- (Rupees Three Lakh Only)
10	Minimum requirement for Online RFP 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
11	Mode of bid submission & online portal's URL	Mode: Online URL: <a href="https://bobtenders.abcprocure.com">https://bobtenders.abcprocure.com</a>
12	Support details of Online Portal facilitator	M/s e-Procurement Technologies Limited Ms. Shubhangi Banodiya:- 079-68136826, 9879996111 <a href="mailto:shubhangi@auctiontiger.net">shubhangi@auctiontiger.net</a>

#### E. BID SUBMISSION DETAILS

##### Part-I (Eligibility cum Technical Bid)

- Valid documentary Proof stating that the vendor is current authorized partner for Whatsapp messages in India of Facebook as per Annexure -2.
- Undertaking from Bidder that Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since 1<sup>st</sup> April 2020 till date.
- Agreeing to all terms & conditions as detailed in the tender.
- Escalation Matrix with First Level Support, Second Level Support, Regional & Zonal head, Country Head Details along with their Name, Contact Number (LL & Mobile), E-Mail ID
- Technical Proposal including Compliance to Scope of work as per Annexure 05
- Annexure 03 – Undertaking of Information Security
- Annexure 04 – Letter of Undertaking from OEM on Security and compliance.

Bidders are expected to strictly follow the submission guidelines as per above & not to submit any other irrelevant documents viz. company / product brochures etc. as part of bid submission other than as mentioned above. In absence of non-submission of above documents Bank at its own discretion may reject the Bid.

##### Part – II (Commercial Bid)

- Commercial Bid should be strictly as per Commercial bid format (Annexure - 2). Any commercial bid submitted not in conformity with Annexure – 2 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.

**Commercial bid needs to be sealed & signed by the bidder's authorised signatory strictly as per Annexure - 2 and encrypted using e-signer tool (available on our e-procurement website <https://bobtenders.abcprocure.com> / EPROC/ for download) before uploading it to the website.**

**Evaluation Methodology for Eligible Bidder**

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

- ▶ Technical Bid Evaluation
- ▶ Commercial Bid Evaluation
- ▶ Weighted evaluation

The technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

○ **Technical Bid Evaluation**

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

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

S.No.	Criteria	Total Marks
1.	No. of Implementation of proposed solution /Services in last 3 years (from last date of tender submission) in India (For Each Implementation 7 marks will be awarded 3 additional Marks will be awarded for Implementation Bank/ Financial Institution in India) ** (Maximum 4 implementations to be taken)	40 (Max)
2.	Proposed Solution, architecture and capabilities.	15
3.	Security certification/s for service provide setup (both Data Center / Disaster Recovery site)	5
4.	Technical Presentation: Quality of Presentation, Understanding of Bank's requirement, Delivery approach and methodology and Project Governance.	15
5.	Demonstration: Demonstration of in-depth understanding of the Bank's project technical and functional requirements as per the scope.	25
<b>Total Marks</b>		<b>100</b>

**\*\*Copies of Work order / client reference should be provided.**

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

In case there is only one bidder having technical score of 70% or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such bidder. In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 70%, then the Bank, at its sole discretion, may qualify two bidders on the basis of the top 2 scores. However, the Bank at its discretion may

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reject the proposal of the Bidder or will not consider bidder below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the bidder could not present or demonstrate the proposed services/projects as described in the proposal or in case the responses received from the customer contacts are negative or the proposed service/projects does not meet the Bank's requirement.

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

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

○ **Commercial Bid Evaluation**

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible bidders. The commercial bids submitted by bidders will be evaluated based on total cost of ownership.

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

○ **Weighted Evaluation:**

On the basis of the combined weighted score for technical and commercial evaluation, the bidders shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 shall be recommended for award of contract.

As an example, the following procedure can be followed:

A score (S) will be calculated for all qualified bidders using the following formula:

$$\frac{C_{low}}{C} \times 100 + T(1 - X)$$

**C** stands for discounted rate arrived basis of commercial evaluation;

**C<sub>low</sub>** stands for the lowest discounted rate arrived basis of commercial evaluation.

**T** stands for technical evaluation score and

**X** is equal to 0.30.

#	Bidder	Technical Evaluation Marks (T)	Discounted Rate (C)	T * 0.70 (A)	[(C <sub>low</sub> / C) x 100] x 0.30 (B)	Score (S = A +B)
1	AAA	75	120	52.5	25	77.5
2	BBB	80	100	56	30	86
3	CCC	90	110	63	27.3	90.3

In the above example,  $C_{low}$  is 100.

In the above example, CCC, with the highest score becomes the successful bidder.

In case of more than one bidder with equal highest score (S) up to three decimal, then number of decimal will be increased.

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.

#### G. NORMALIZATION OF BIDS

The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this tender, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this tender, agree to the process and conditions of the normalization process.

#### H. OTHER TERMS

Please note that any response which does not provide any / all of the information in the specified formats shall be rejected and the Bank shall not enter into any correspondence with the bidder in this regard.

The Bank reserves the right to accept or reject the tender in whole or in parts without assigning any reason thereof. The bank's decision will be final and the bank will not entertain any correspondence in this regard. Bank will not assume any responsibility in case of delay or non-delivery of responses by post, courier, etc within the stipulated time. Mere response to the tender will not entitle nor confer any right on the bidders for supply/sale to the bank.

Those bidders who do not fulfill any one of the required specifications and not meeting other criteria will not be considered.

#### I. PAYMENT TERMS

Payment for the project will be release as follows:

**A) One Time Cost (WhatsApp Account Setup, Verification and One Time Implementation & Training Cost):** 100% of WhatsApp Account Setup, Verification and One Time Implementation & Training Cost plus applicable tax payable after Go Live Sign off. The Go Live Sign off should be in the form of Acceptance signoff by both Bank's identified Project Manager & vendor representative.

**B) Recurring Cost (Platform Usage and Maintenance Charges) :** 100% of Platform Usage and Maintenance Charges (including 24x7 offsite Support) plus applicable tax payable monthly in arrears against receipt of satisfactory service report of previous month from the Bank's Project / Operations Manager





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- C) Standard Message Charges (WhatsApp message conversation charges):** 100% of WhatsApp message conversation charges will be released on actual monthly utilization of message conversation service during the month along with applicable tax in arrears against receipt of service report mentioning the service utilize. The report should be signed by both vendor representative and the Bank's Project / Operation Manager.
- D) Integration Service Charges:** 100% of the integration charges plus applicable tax payable after successful integration of requested application / service against integration report signed by both vendor representative and the Bank's Project / Operation Manager.

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 Vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

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

#### **J. CONTRACT PERIOD**

The Contract with the selected vendor will be valid for a period of 3 years from the date of subscription of the services. The contract will be deemed completed only when all the contracted services by the Bank are provided and accepted by the Bank as per the requirements of the contract executed between the Bank and the successful bidder. Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 90 days prior notice in writing. The Bank will have the right to renegotiate these prices at the end of the contract period.

#### **K. SERVICE LEVEL AGREEMENT**

Successful bidder should providing an uptime of 99.99% (24x7x365), calculated on a monthly basis. Any downtime due to Facebook dependency will not be considered as downtime.

Penalty for downtime: Penalty will be charged at an incremental rate of 1% of cost of monthly recurring payment for every 1% lower than the stipulated uptime.



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Support SLA: The support call should be responded within 1 hour of call log. Penalty will be charged at an incremental rate of 0.5% of cost of monthly recurring payment for every 1 hour late response to the support call than the stipulated time.

The SLA charges will be subject to an overall cap of 10% of the Monthly recurring Payment. If Vendor meet 10% penalty cap for 3 consecutive months, the Bank may have the right to terminate the contract. Penalty will be deducted from the subsequent payment. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable at Mumbai in favour of Bank of Baroda for the same within 15 days from the notice period from the Bank.

#### **L. DELIEVERY TIMELINE**

WhatsApp Business Account should be setup within two weeks from the placing purchase order and required infrastructure should be setup within 1 month from the date of WhatsApp Business Account activation.

#### **M. TRAINING**

The vendor shall provide training to officials of Bank. The training should cover features include hands-on training. Training will have to be provided at Bank premises or external sites acceptable to Bank at vendor's cost.

#### **N. DOCUMENTATION**

Vendor will have to supply all necessary documents in English related to the project with their bid submission.

#### **O. FORCE MAJEURE**

Should either party be prevented from performing any of its obligations under this proposal by reason of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

If under this clause either party is excused performance of any obligation for a continuous period of ninety (90) days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

#### **P. ARBITRATION**

In the event of a dispute or difference of any nature whatsoever between BOB and the vendor during the course of the assignment arising as a result of this proposal, the same will settled through the process of arbitration conducted by a Board of Arbitration. This Board will be constituted prior to the commencement of the arbitration and will comprise of two arbitrators and an umpire. BOB and Vendor will each nominate an arbitrator to the Board and these arbitrators will appoint the umpire. Arbitration will be carried out at BOB's office that placed the order. The provisions of Indian Arbitration Act 1996 shall apply to the Arbitration proceeding.

#### **Q. INDEMNITY**

The vendor will indemnify, protect and save the Bank against all claims, losses, costs, expenses, action suits and other proceedings, resulting from infringement of any

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patent, trademarks, copyrights etc. in respect of the WhatsApp Business solution supplied by him.

#### **R. CONFIDENTIALITY**

The Vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party without consent in writing by BOB. In case of non-compliance of the confidentiality agreement, the contract is liable to be cancelled by BOB. Further, BOB shall have right to regulate vendor staff.

Vendor 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 Vendor.

Vendor shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Vendor 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 Vendor or its affiliates.

#### **S. INFORMATION AND SECRECY**

The Vendor must provide a written undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. The Vendor will follow professional ethics and conduct in performing their duties. The Bank has right to terminate the services of the Vendor 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 Vendor. 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

#### **T. PUBLICITY**

The vendor shall not advertise or publicly announce that he is undertaking work for BOB without written consent of BOB.

#### **U. STANDARDS**

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

#### **V. TERMINATION FOR DEFAULT**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part, if the Vendor fails to perform any obligation(s) under the Contract.

In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Vendor shall be liable to the Bank for any excess costs for such similar services.

#### **W. AUDIT**

Vendor shall allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by Vendor in relation to the services hereunder within a reasonable time failing which Vendor will be liable to pay any charges/ penalty levied by RBI.



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Vendor should allow the Reserve Bank of India (RBI) to conduct audits or inspection of its Books and account with regard to BOB documents by one or more RBI officials or employees or other persons duly authorized by RBI.

**X. NO EMPLOYER EMPLOYEE RELATIONSHIP**

The Vendor 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.

**Y. AUTHORIZED SIGNATORY**

The Vendor shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The Vendor 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 Vendor shall furnish proof of signature identification for above purposes as required by the Bank.

**Z. Performance Guarantee**

The successful bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 3 to the extent of 10% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank 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 successful 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 service provider should be included in the remaining amount of the contract value.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the successful bidder, will be forfeited

For any further clarifications you may contact following officials:

Contact Person Name	Designation	Contact No.
Mr. Arnab Das	Sr. Manager (IT Procurement)	022-66983237
Mr. Archana Save	Chief Manager	022-66981556

E-mail all your queries to [rfp.it.procurement@bankofbaroda.com](mailto:rfp.it.procurement@bankofbaroda.com)



**Annexure 01 – Commercial Bid Format**

(Amount in INR)

<b>A. One Time Cost</b>					
S. No.	Description	One Time Cost		Total Cost	
1	Whats-App Account Setup and Verification	0.00		0.00	
2	One Time Implementation & Training Cost	0.00		0.00	
<b>B. Recurring Cost</b>					
S. No.	Description	Per Year Cost (xx)	For total contact Period (i.e. 3 years) (yy)		Total Cost (xx*yy)
3	Annual Platform Usage and Maintenance Charges, if any	0.00	3		0.00
<b>C. Standard Message Charges*</b>					
S. No.	Description	Unit Cost (x)	Approx. Conversation Per Month* (y)	Months(z)	Total Cost (x*y*z)
4	Whats-App message conversation charges	0.00	10,00,000	36	0.00
<b>D. Optional Items**</b>					
S. No.	Description	Unit Cost (x)	Approx. Number of Applications / services (y)		Total Cost (x*y)
5.	Integration Support with Bank's various application / services	0.00	20		0.00
Description		Y1 Cost	Y2 Cost	Y3 Cost	Total Cost
6	Dedicated offsite Support Charges***	0.00	0.00	0.00	0.00
<b>Total Cost of Ownership (A+B+C+D)</b>					<b>0.00</b>

**Note:**

- \*Number of WhatsApp Conversation per month is indicative and only for the calculation of total cost of ownership. However actual number may vary increase or decrease basis on utilization. The payment for same will made on actual utilization basis.
- \*\* Bank may integrate the solution with various application / services as per Bank's requirement. Number of Application / Services is indicative for calculation of total cost of ownership. However, it may vary as per Bank's requirement during the contract period. The payment for the integration service will be made on actual integrated application / services based on the unit cost quoted by bidder.
- \*\*\* Bidders to provide Dedicated Support Charges for the solution will be for 8 Hour shift per day. The Bank has discretion to avail dedicated support services and number of support engineers at person day cost given. However, for the TCO purpose 2 person



बैंक ऑफ़ बड़ौदा  
Bank of Baroda

વિજય બેંક  
VIJAYA BANK

બેંક ઓફ બરોડા

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day (1 shift x 2 person) x 365 for each year will be considered. (e.g. In case Bank requires only one person then the cost considered for that person will be dedicated support Cost provided by the bidder in their commercial divided by 2).

- d. All the commercial value quoted is in Indian Rupees. Bank will deduct applicable TDS, if any, as per the law of the land.
- e. The prices are inclusive of all taxes, duties, levies etc. except GST.
- f. Further, we confirm that we will abide by all the terms and conditions mentioned in the Tender document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name



बैंक ऑफ़ बड़ौदा  
Bank of Baroda



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## Annexure 02 – Letter of Undertaking from OSD / OEM

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

To,

Chief Technology Officer,  
Bank of Baroda,  
3<sup>rd</sup> Floor, IT Department, C-34, G Block,  
Baroda Sun Tower, Bandra Kurla Complex,  
Bandra (East), Mumbai – 400051

Sir,

### **Sub: Tender for Providing WhatsApp Business API Solution**

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

### **WhatsApp Business API**

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

Yours faithfully,

<Authorized Signatory>

Name:

Designation:

Phone No.:

Email:

Dated:

BCC:IT:PROC:112:

24<sup>th</sup> June 2020

## Annexure 03–Undertaking of Information Security

*(This letter should be on the letterhead of the bidder as well as the OSD duly signed by an authorized signatory on Information security as per regulatory requirement)*

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

Sir,

### **Sub: Tender for Providing Whatsapp Business API Solution.**

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

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

Yours faithfully,

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





BCC:IT:PROC:112:

24<sup>th</sup> June 2020

**Annexure 04 – Letter of Undertaking from OEM on Security and compliance**  
(This letter should be on the letterhead of the OEM / OSD / Manufacturer 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,

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

1. The proposed solution is complying with the Information security policy of the bank for the applicable solution requirements mentioned in RFP.
2. The solution will be offered at dedicated environment to have better control over Bank's data due to compliance / security related aspects.
3. The solution conforms to the following industry level certifications:
  - ISO 27001:2013
  - ISO 27018
  - SOC 2
  - SSAE/SOC
  - ISO27018
4. We ..... (Name of the OEM / OSD) who is responsible for:
  - Data and application privacy and confidentiality
  - System and software access control and administration
  - Custodial responsibilities for data and other information assets
  - Physical Security of the facilities where the Bank's data resides
  - Physical and logical separation from other customers
  - Defining and following Incident response and reporting procedures
  - Complying with the Password Policy of the Bank
  - Complying with the Data Encryption / Protection requirement of the Bank
  - Integration with Single Sign on / Single Sign on Capabilities inbuilt

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

	Subject	OEM Response
1.	<b>Right to Audit:</b> Service Provider should provide right to audit as similar to what Bank is having with other shared data centers in India. Bank must have "Rights to Audit" the SP's compliance with the agreement including rights of access to the SP's premises where relevant records and Bank's data is being held. It also include audit rights for the Bank or its appointed auditor (nominee) or regulators as an integral clause in the service agreement.	



2.	<p><b>Data and Information Security:</b> SP to ensure following</p> <ul style="list-style-type: none"><li>▪ Data integrity management.</li><li>▪ To provide full disclosure regarding security practices and procedures as stated in their SLAs</li><li>▪ Specific identification of all controls used during the data lifecycle.</li><li>▪ To maintain a fundamental philosophy of knowing where Bank's data ( Logical /Physical)</li><li>▪ To determine who should access the data, what their rights and privileges are, and under what conditions these access rights are provided and maintain a "Default Deny All" policy</li><li>▪ To define and identify the data classification. SP to enforce the Bank's access requirements based on data classification.</li><li>▪ To encrypt data at rest and encrypt data in transit.</li><li>▪ To share what compartmentalization techniques are employed to isolate Bank data from other customer's data</li><li>▪ Sharing of encryption management with Bank on multi-tenant storage.</li><li>▪ To comply with data retention and destruction schedules/Policy provided by Bank, SP to certify on Bank's request destroying all data at all locations including slack in data structures and on the media. The Bank will have right to audit this practice.</li><li>▪ Understand the logical segregation of information and protective controls implemented.</li><li>▪ Understand Cloud provider policies and processes for data retention and destruction and how they compare with internal organizational policy.</li><li>▪ Perform regular backup and recovery tests to assure that logical segregation and controls are effective.</li><li>▪ Ensure that Cloud provider personnel controls are in place to provide a logical segregation of duties.</li><li>▪ To provide Forensic Investigation Support as and when required by the Bank.</li><li>▪ To comply with Bank's RTO/RPO requirement and retention policy.</li><li>▪ In case of cloud based solution the services will be provided only through Data Centers located in India.</li><li>▪ In case of cloud based Solution no customer sensitive information or PII information will be saved or transferred to cloud.</li></ul>	
3.	<p><b>Application and Process Security:</b></p> <ul style="list-style-type: none"><li>▪ SP application should meet the requirements for zoning security, and prevent direct access from the user interface layers to the database layers. The application needs to follow a multi-tier deployment model to achieve this.</li></ul>	



	<ul style="list-style-type: none"><li>▪ The SP application should conform to Open Web Application Security project guidelines on web application security, including protection against SQL injection, cross-site scripting, data validation for special characters etc.</li><li>▪ The application should conform to applicable security guidelines from relevant standards. E.g. ISO/IEC 27017, ISO/IEC 20018.</li><li>▪ The application executable files and the source code need to be secured from unauthorized access and possible theft.</li><li>▪ If the application is deployed on the Cloud using native multi-tenancy features offered by the application, privacy of data across tenants or entities needs to be ensured through appropriate access control mechanisms</li><li>▪ Application should clearly log business errors and technical errors separately to support separation of duties between business users and data Center operator.</li><li>▪ User access to sensitive data needs to be controlled</li><li>▪ SP to comply with Bank's password management policy.</li><li>▪ Features like session timeouts and restricting logins to office hours should be implemented to enhance security</li><li>▪ The application should clear sensitive data like passwords from memory immediately after it is processed.</li><li>▪ Application level support for definition of users, roles, and exception management functions is to be ensured</li></ul>	
4.	<p><b>Integration with external applications:</b></p> <ul style="list-style-type: none"><li>▪ Application needs to have well defined APIs and application needs to ensure that only authorized application can invoke such APIs.</li><li>▪ The application must have extensive audits to log all transactions and important non transactional activities. The application needs to implement maker-checker principle for activities like important business parameter updates.</li><li>▪ The application should provide a mechanism to purge old data (after archival if required) while maintaining transactional integrity.</li><li>▪ The application should provide a mechanism for Real Time purging while maintaining transactional integrity.</li><li>▪ The application needs to provide a documented mechanism, preferably a tool for application monitoring.</li><li>▪ The application needs to provide a documented mechanism, preferably a tool for reporting important errors and taking automated actions.</li></ul>	
5.	<p><b>IT Infrastructure Security of public cloud consist monitoring as under:</b></p> <ul style="list-style-type: none"><li>▪ Virtual environment security: It includes resource allocation, hardening of OS, VM image encryption, VM monitoring, USB disabling on VMs, VM should be kept on</li></ul>	



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



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

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name



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## Annexure 05 – Bidder's Compliance with Scope of Work

**Response:** The Bidder is to state in this column that the requirement is 'Confirmed and Understood' i.e. the service will be delivered.

Requirement	Response (Confirm & Understood)
Set up verified WhatsApp Business account of Bank of Baroda. The setup is to be done on Indian phone Number.	
WhatsApp Business API should support Profile Management, Contact Management and Message Support.	
Adding new user to contact list should support import via phone number and through WhatsApp user verification. It should also support contact verification function which check added user have active WhatsApp user account and should also send contact name along with the first message.	
IT should support message status support (send, delivered, read), rich messaging support (audio message, location sharing etc.) and template message (template message request / creation via console, template message retrieval via API and template message localization (local language)) support.	
Implement opt-in campaign for taking consumers consent for sending messages to their WhatsApp accounts. Bidder must implement opt-in campaign through various communication mechanisms like missed calls, SMS, email, QR code etc.	
Providing a console to send WhatsApp notification / messages to registered/nonregistered customers of Bank of Baroda.	
Providing an API to send WhatsApp notification / messages to registered/non-registered users of Bank of Baroda.	
Provide APIs to receive messages sent by users through WhatsApp.	
Providing console to respond to messages received over WhatsApp.	
Providing Console to view summary & detailed reports / MIS of messages or notification sent / received. Billing will be done on basis of summary report available on the console.	
The bidder shall provide free of cost WhatsApp message services for at least a period of 24 hrs., if the user initiates the request and responds to be made to the user through WhatsApp messages/notifications.	
Implement sending WhatsApp messages in Hindi and English language. Messaging framework must be capable of sending messages in various media formats like image, pdf, video, gif, emojis, stickers etc. allowed by what's app and the file size limit should not be not less than that of permissible limit by WhatsApp.	
Bidder will provide support to Bank for integration of Bank's chatbot with WhatsApp Business Application. Bidder will also provide support for future integration of other application integration.	
The System should have proper Business Continuity Plan. As part of BCP The system should have Data Center & Disaster Recovery Center in different seismic zone and both should hosted in India.	



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The system should be scalable to meet any incremental requirement.	
System should support all banking use case (Customer acquisition, cross selling/ upselling, servicing like balance enquiry, mini statements, block/ unblock card etc.)	
The system should support block listing of users. So user cannot sent the message.	
System should store the data in encrypted form with Bank of Baroda encryption key.	
As part of implementation successful bidder will audit the system with Cert-In empaneled auditor.	
Successful Bidder will provide training on Train the Trainer model for all proposed module and functionalities.	
Reports need to be customizable as per Bank's requirement.	
The system should be able to integrate with Bank's Security Operation Centre for monitoring purpose.	
Successful bidder will submit service delivery report as per the agreed format along with the monthly billing.	

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name