



This is to notify all prospective bidders that the previous Bid No: GEM/2025/B/5816582 is hereby considered invalid. Accordingly, all interested parties are requested to participate in the revised bid GeM Bid No: GEM/2025/B/6026403.

Addendum to an annexure:

Annexure 02 – Evaluation Terms

The competitive bids shall be submitted in two stages:

- Stage 1 - Eligibility Cum Technical Bid
- Stage 2 – Indicative Commercial Bid followed by Reverse Auction

The Indicative commercial bids submitted by the Bidders who are shortlisted in the eligibility and technical bid evaluation process will be opened and those Bidders will be invited to participate in the online Reverse Auction to be conducted on GeM portal.

A. Eligibility cum Technical Bid

Eligibility criterion for the bidders is mentioned in in table below - Eligibility Criteria Compliance to this document. The bidder would also need to provide supporting documents for eligibility proof. All dates if not specified to be applicable from the date of the RFP.

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 in India at least for the last 5 years.		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) within last 2 years from the RFP date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. OR The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office		Undertaking as per Annexure 3 and copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder)



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	Memorandum / Order and we submit the proof of registration herewith.		
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
5	The Bidder to provide an undertaking on his letter head that all the technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder(self-certified letter)
6	Bidder needs to confirm that they are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time. Bidder also undertakes to inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives		Undertaking as per Annexure 07 (signed/Digitally signed documents from authorized representative of bidder)
7	(A) Bidder confirms that their entity is not funded by Bank of Baroda and hence no sacrifice from the Bank's side is involved OR (B) Bidder confirms that their entity is funded by Bank of Baroda and there is no sacrifice involved." OR		Undertaking as per Annexure 07 (signed/Digitally signed documents from authorized representative of bidder))



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	(C) Bidder confirms that their entity is funded by Bank of Baroda and amount of sacrifice involved is Rs. _____”		
B	Financial		
1	<p>The Bidder must have registered an average annual turnover of Rs. 120 Crore (MSE / Startups – Rs. 25 Crore) or above from Indian Operations only during the last three completed financial years – FY 2021-22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies).</p> <p>*If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.</p>		<p>Audited Financial statements for the financial years 2021-22, 2022-23 & 2023-24*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit after Tax and Net worth. The CA certificate in this regard should be without any riders or qualification.</p> <p>(Valid certification to claim MSE/Start-up exemptions)</p>
2	<p>The Bidder must be Net profit-making entity continuously for the last three years i.e. financial years – 2021-22, 2022-23 & 2023-24*</p> <p>OR</p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p> <p>*If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.</p>		<p>Audited Financial statements for the financial years FY 2021-22, 2022-23 & 2023-24*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit after Tax and Net worth. The CA certificate in this regard should be without any riders or qualification.</p>
C	Experience & Support Infrastructure		
1	The bidder should have Point of Interconnect (POI) with all telecom service providers in India.		<p>Letter from Telecom Service Provider / agreement copy.</p> <p>And A self-certified letter also to be attached.</p>



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
2	The Bidder should have provided SMS Services for sending 120 Crore SMS per month through its proposed middleware for at least 3 months for the period 1st January 2024 to RFP date in at least one Public Sector / Private Sector Bank / BFSI in India. The solution offered should be currently running successful		Purchase order / agreement copy / customer credentials.
3	Should have provided multilingual (other than English) SMS facility in at least one Central/ State Govt./ PSU / public / private commercial sector banks in India during the last three years.		Letter of confirmation from the clients will be required
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 from the clients will be required
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

In case the bidding company/ firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process and Novation / Other Relevant Agreement is in place. In that case, Relevant Novation / Other Relevant Agreement need to be submitted.

A. Technical Bid Evaluation

Technical Proposal will be evaluated for technical suitability. Bidder shall submit technical proposal covering end to end solution architecture for SMS delivery, hardware sizing, telecom partner details, and stand by and backup arrangements, methodology and other technical details. Bidders need to submit the undertaking for compliance of technical requirements with Scope of Work. The criteria for evaluation of technical bids are as under:

#	Criteria	Evaluation Parameters	Maximum Marks
---	----------	-----------------------	---------------



1	<p>Presentation on the proposed solution by the Bidder</p> <p>Presentations should cover the following aspects:</p> <ol style="list-style-type: none"> 1. Overall approach of the project execution and implementation methodology 2. Integration and architecture. Including hardware sizing and the Software requirement (including OS, Application/ Web / Database Server, Browsers, etc.) for their solution 3. Planning for completion of project Within the timeline. 4. Project management, team strength and training details 	Robust Architecture and Scalability capabilities of the proposed solution as per the Scope of the Work	25
2	<p>Experience as SMS aggregator (minimum 3 years' experience)</p> <p>(Documentary Proof - Purchase order / agreement copy / customer credentials)</p>	<p>>8 years- 10 Marks</p> <p>>5 to 8 years – 8 Marks</p> <p>3 to 5 years- 5 Marks</p>	10
3	<p>Tie up with international telecom service providers.</p> <p>(Documentary Proof - Letter from Telecom Service Provider / agreement copy)</p>	<p>>5 year-10 Marks</p> <p>2 to 5 years -5 Marks</p>	10
4	<p>Data Center certification where solution has hosted</p>	Tier III - 10 Marks	10
5	<p>DLT (Need to submit registration certificate)</p>	Registered with DLT as telemarketer for SMS aggregator. In case of telecom provider, need to provide self-declaration.	5
6	<p>Client base (PSU/B&Fs/NBFC)</p> <p>(Documentary Proof - Purchase order / agreement copy / customer credentials)</p>	For each client references 5 marks maximum	20
7	<p>Experience in handling per day SMS volume as a single entity/ service provider.</p> <p>(Need to submit certificate received from client)</p>	<p>>15 crore – 20 Marks</p> <p>>10 crore – 10 Marks</p> <p>>7 crore – 7 Marks</p> <p>> 5 crore- 5 Marks</p>	20
TOTAL MARKS			100

The vendor needs to achieve a cut – off score of 80 marks in this evaluation stage to be qualified for the commercial opening. Only those bidders who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation.

Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary.

In case there is only one vendor having technical score of 80 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 80, then the Bank, at its sole discretion, may



qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's technical requirement.

During evaluation of the Tender, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.

After evaluation of indicative commercial bids, the L1 bidder will be selected using Reverse Auction process as per GeM terms and conditions.

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

B. Commercial Bid Evaluation

- For finalization of the most competitive offer, the Bank will conduct 'Reverse auction' as per terms and conditions of GeM portal.
- The technically qualified bidders will participate in the Reverse auction process that will be conducted by GeM portal. Specific rules for this event viz. date and time, start price, bid decrement value, duration of event etc. shall be available in the GeM portal. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid as per format mentioned under this RFP to facilitate finalizing the start bid for 'Reverse auction'.
- The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The successful bidder will be decided only later, on finalization of prices through Reverse auction.
- The successful at the end of the Reverse Auction process shall be required to submit the break-up of his Final price (last bid price) as per the RFP format within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD to Bank, which please be noted.
- 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.

C. Commercial Terms

- The commercial offer must not contradict the technical offer in any manner and here should be no hidden costs for items quoted.
- The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. Any deviations may lead to disqualification of the bid.



RFP for Selection of SMS Service Providers

Revised Bid No: GEM/2025/B/6026403 dated: 07th March 2025

Addendum 1 of Bid No: GEM/2025/B/5816582 with Prebid Clarifications

- The bidder is requested to quote in Indian Rupee (INR) only. Bids in currencies other than INR would not be considered. The Indicative Commercial Bid should be submitted online at the GeM portal.
- The Successful bidder should submit price break up as per the RFP format and must be firm for an acceptance period of 180 days after Reverse Auction.
- In case of any variation (upward or downward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.
- The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder.



The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.

- Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

D. Price Comparisons

- The successful bidder will be determined based on Evaluation Criteria as mentioned above.
- Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
 - ▶ *Prices quoted by the Bidder should be inclusive of all taxes, duties, levies, GST etc. There will be no price escalation for during the contract period.*
 - ▶ *The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.*

The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

Clarification of Pre-bid queries is appended below

All other Terms & Conditions are the same as per our RFP for Selection of SMS Service Providers (Bid No.: GEM/2025/B/5816582 dated 13.01.2025).

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

Prebid Clarifications

Sr No	Page#	Point / Section #	Category (Eligibility/ Scope/ Commercial/ Legal/ General)	Clarification points as stated in the tender document	Comment/ Suggestion/ Deviation	Clarifications to the bidder query
1	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder must have registered average annual turnover of Rs. 500 Crores (MSE / Startups – 50 Crores) or above from Indian Operations only during the last three completed financial years – FY 2021-22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.	We would like to kindly request that the turnover requirement for MSMEs be considered as the cumulative turnover of Rs. 50 Crores for the last three financial years, rather than the average annual turnover.	Please refer addendum
2	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder should have provided SMS Services with average 4 Crore SMS's per day in at least one Public Sector / Private Sector Bank / BFSI in India or 5 Crore combined in two Public Sector / Private Sector Bank / BFSI in India during the last three years. The solution offered should be currently running successful.	This volume requirement is exceptionally high and, in many cases, could be difficult to meet, even for larger operators in the industry. For MSMEs and startups, this requirement may present an insurmountable barrier to participation in the tender, as they may not have had the scale or the operational history to manage such volumes of SMS traffic on a daily basis.	Please refer addendum
3	NA	Preference to make in India initiative	General	NA	we would like to highlight that under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended), the Government mandates that a minimum of 25% of the total procurement by government departments and public sector enterprises should be reserved for MSMEs. This policy is designed to	Applicable as per Gol guidelines for procurement.

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

					empower MSMEs, foster innovation, and create a more inclusive environment for businesses of all sizes	
4	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder should have provided SMS Services with average 4 Crore SMS's per day in at least one Public Sector / Private Sector Bank / BFSI in India or 5 Crore combined in two Public Sector / Private Sector Bank / BFSI in India during the last three years. The solution offered should be currently running successful.	We would request you to help in making the average SMS count as 1 Crore/Day	Please refer addendum
5	39	Annexure 2 – Evaluation Terms: A. Technical Bid Evaluation (Clause 8)	Technical Evaluation Criteria	Experience in handling per day SMS volume as a single entity/ service provider. (Need to submit certificate received from client)	We would request you to make maximum volume for this point as 5 Crore instead of 20 Crores as this point has marking of 20 points which plays a very important role in technical qualification however our system is capable enough to handle this volume for which we can provide POC	Please refer addendum
6	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder should have provided SMS Services with average 4 Crore SMS's per day in at least one Public Sector / Private Sector Bank / BFSI in India or 5 Crore combined in two Public Sector / Private Sector Bank / BFSI in India during the last three years. The solution offered should be currently running successful.	Request you to keep the average of 1 Crores in in at least one Public Sector / Private Sector Bank / BFSI in India or 1.4 Crore combined in two Public Sector / Private Sector Bank / BFSI in India during the last three years. The solution offered should be currently running successful	Please refer addendum
7	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder must have registered average annual turnover of Rs. 500 Crores (MSE / Startups – 50 Crores) or above from Indian Operations only during the last three completed financial years – FY 2021-22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.	Request for relaxation on average turnover to be kept upto Rs. 300 Crores	Please refer addendum

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

8	76	Annexure 16 – Commercial Bid (Point G)	Commercial	There shall be no escalation in prices during the currency of 5 years contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.	We do not have fixed agreements with all international operators. Rates are subject to sudden changes without prior notice, posing a risk of revenue loss due to fluctuating international pricing. Request you to kindly allow to revise the rates of international SMS for advance 30 days prior notice	No Change
9	76	Annexure 16 – Commercial Bid	Commercial	NA	With Regards to international SMS - Request you to please share country wise traffic bifurcation. This will surely help us to provide more aggressive rates for international SMS.	Detailed list available on Bank's website
10	76	Annexure 16 – Commercial Bid	Commercial	NA	Request for separate selection of Vendors for International SMS i.e Product wise selection instead of TCO	No Change
11	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder must have registered average annual turnover of Rs. 500 Crores (MSE / Startups – 50 Crores) or above from Indian Operations only during the last three completed financial years – FY 2021-22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.	We respectfully seek clarification regarding the turnover criteria outlined in this section. The stipulated requirement of a Rs. 500 Crore turnover over the last three appears to be significantly higher than the Rs. 150 crore turnover criterion specified in a similar tender recently issued by SBI for the same contract period. We kindly request clarification on the rationale behind the Rs. 500 crore turnover requirement in this tender. We further request that the turnover requirement be reconsidered to Rs. 80 crore for the last three years (2021-22, 2022-23 and 2023-24)	Please refer addendum

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

12	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder should have provided SMS Services with average 4 Crore SMS's per day in at least one Public Sector / Private Sector Bank / BFSI in India or 5 Crore combined in two Public Sector / Private Sector Bank / BFSI in India during the last three years. The solution offered should be currently running successful.	In this regard we request you to kindly allow the experience of other sector as well. Limited the experience to Banking sector only allows limited participants which already working in the similar sector seems too unfair for other participants.	Please refer addendum
13	82	Annexure 18 – Know Your Employee (KYE)	General	Know your Employee (KYE)	Please confirm whether we have to deploy the technical Manpower at Bank's premise. If yes, then please confirm the number of support engineer required.	Onsite support supposed to be available on Banks premises with 24/7 support. Service provider may decide the manpower for 24/7 support
14	60	Annexure 11 – Project Details Scope of Work (Clause 10)	Scope	Provide a multilingual two-way messaging solution across India.	Please provide clarifications on the same	Solution should be capable of handling Multilanguage message processing and English to Multilanguage mapping
15	63	Annexure 11 – Project Details Scope of Work (Clause 32)	Scope	Middleware application should be robust enough to handle 10k TPS. TPS of 5000 for submission and 5000 for DLR update. Application performance should not be impacted in terms of slowness, record pile up, delayed delivery during peak hours or with max TPS.	Please confirm whether we need to deploy Middleware solution on cloud or on premise.	Onpremise, the middle ware solution will communicate with the SMS Aggregator (successful bidders) for processing the SMS request
16	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder should have provided SMS Services with average 4 Crore SMS's per day in at least one Public Sector / Private Sector Bank / BFSI in India or 5 Crore combined in two Public Sector / Private Sector Bank / BFSI in India during the last three years. The solution offered should be currently running successful.	Reduce the delivery requirement to 50 lakh SMS per day for MSME agencies. Encouraging MSME participation by adjusting the delivery requirements to levels achievable with moderate infrastructure ensures equitable opportunity.	Please refer addendum

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

17	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder must have registered average annual turnover of Rs. 500 Crores (MSE / Startups – 50 Crores) or above from Indian Operations only during the last three completed financial years – FY 2021-22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.	Reduce the turnover requirement to ₹15 crore for MSME agencies. Aligning turnover criteria with MSME capabilities will broaden participation, fostering diversity and innovation in service delivery while upholding competitiveness.	Please refer addendum
18	39	Annexure 2 – Evaluation Terms: A. Technical Bid Evaluation (Clause 8)	Technical Evaluation Criteria	Tie up with international telecom service providers. (Documentary Proof - Letter from Telecom Service Provider / agreement copy)	Remove the requirement for tie-ups with international telecom providers for MSME agencies. MSME agencies predominantly focus on domestic operations. Eliminating this requirement allows for realistic participation without compromising service quality.	Bank has to serve all the customer including NRI. Thus, the service provider should have tieup with local SP in the foreign country. Please refer addendum for the same.
19	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder must have registered average annual turnover of Rs. 500 Crores (MSE / Startups – 50 Crores) or above from Indian Operations only during the last three completed financial years – FY 2021-22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.	Request to allow MSEs with average turnover of 30 Cr to participate in the tender.	Please refer addendum
20	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	RFP Clause	Allow exemption in experience. Please permit companies with experience in private sector as well to participate in the tender	Please refer addendum

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

21		General	scope	RFP Clause	Hosting: Do the BOB providers infrastructure	Infrastructure requirements for middleware will be provided by the Bank. However, software solution to be deploy by successful bidder.
22		General	scope	RFP Clause	Let us know implementation timelines	Please refer to the clause under RFP
23		General	scope	RFP Clause	What will be the Retention period of data in server	Log retention should be as per Bank / TRAI / RBI regulatory guidelines. Data should be made available in user interface portal for at least 5 years.
24	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder must have registered average annual turnover of Rs. 500 Crores (MSE / Startups – 50 Crores) or above from Indian Operations only during the last three completed financial years – FY 2021-22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.	We kindly request you to provide relaxation in the turnover criteria of 25 crore for MSEs/Startups.	Please refer addendum
25	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.1 Experience & Support Infrastructure	Eligibility	The Bidder should have tie-up with at least 3 major Telecom service providers in India for SMS	We kindly request you to relax the requirement to two telecom service providers instead of three	Please refer addendum

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

26	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	<p>The Bidder must have registered average annual turnover of Rs. 500 Crores (MSE / Startups – 50 Crores) or above from Indian Operations only during the last three completed financial years – FY 2021-22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies).</p> <p>*If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.</p>	<p>In this regard we would like to inform that SBI has also floated the tender for similar services vide ref. no. SBI/GITC/Platform Engineering-II/2024/2025/1216 dated: 11/10/2024 against the same they have set the turnover criteria of ₹150 crore only. Additionally, there are over 16,000 aggregators/ telemarketers in India. However, only four of them meet the ₹500 crore turnover criteria. Lowering the turnover requirement would allow more competitive bids, and allow larger participation which would ultimately benefit the bank financially.</p> <p>Thirdly in the last RFP floated from your end for the similar services with volume of 7.5 Cr per day SMS you had asked for average turnover of only ₹60 crore. Since the volume in the current RFP is just doubled the previous one, we request just to increase the Turnover requirement of ₹120 crore only or less in order to allow wider participation.</p>	Please refer addendum
----	----	---	-------------	---	---	-----------------------

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

27	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder should have provided SMS Services with average 4 Crore SMS's per day in at least one Public Sector / Private Sector Bank / BFSI in India or 5 Crore combined in two Public Sector / Private Sector Bank / BFSI in India during the last three years. The solution offered should be currently running successful.	In this regard we are requesting you to kindly consider the experience of other sectors as well because current criteria limit the bidding to a select few only. This is because the security credentials required are universally the same and we follow the same security norms in every sector for similar services. Also kindly consider the SMS traffic requirement of average 4 Crore SMS's per day in any three months within one year from the date of RFP in India. Otherwise, the current ask for the volume of 4320 Crore SMS (4X30X12X3 years) is a huge requirement which would benefit only select few bidders.	Please refer addendum
28	11	Service Level Agreement and non- Disclosure Agreement	General	Service Level Agreement and Non-Disclosure Agreement	We believe that this document needs to be submitted after the LOA. Please confirm the same.	All the Bidders shall signed & submit Service Level Agreement and Non-Disclosure Agreement as per format annexure 24 under ATC documents on their company letter head. Final execution of agreements will be with selected Bidders only.
29	33	Section 21 Integrity Pact	General	Integrity Pact (Bidder to submit duly signed and stamped/ digitally signed integrity pact with Rs. 600 Non Judicial Stamp Paper/ eSBTR along with bid	Please confirm whether we have to submit the Pre-Integrity Pact along with the bid.	Original copy of Integrity Pact to be submit within 2 days of RFP submission date. Soft copy need to be attached /upload with the Bid document.

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

30	82	Annexure 18 – Know Your Employee (KYE)	General	Know your Employee (KYE)	Please confirm whether we have to submit the Annexure 18 along with bid or on later stage. Also confirm whether we have to deploy the technical Manpower at Bank's premises. If yes, then please confirm the number of support engineer required.	Annexure 18 to be submitted with Bid document only. Manpower deployment should be as per project scope.
31	60	Annexure 11 – Project Details Scope of Work (Clause 10)		Provide a multilingual two-way messaging solution across India.	In this regard, please clarify whether SMS PULL keywords are also Multilingual.	Presently we using only English keywords. However, multilingual keywords may require in future
32	60	Annexure 11 – Project Details Scope of Work (Clause 11)	Scope	Application Integration Requirement	Please Clarify whether the Bank will Share URL/API for various PULL Keyword Use cases.	Yes, Bank will provide URL for PULL keyword
33	62	Annexure 11 – Project Details Scope of Work (Clause 18)	Scope	The brief description of SMS services that Bank is Planning to avail is as under a. Process and send SMS to fulfill any need related to SMS transaction using pre defined rules b. Send and Process multilingual SMS to fulfill any need related to SMS transactions using predefined rules.	Please provide clarification on Pre-defined rules.	Solution should be capable of handling Multilanguage message processing and English to Multilanguage mapping.
34	62	Annexure 11 – Project Details Scope of Work (Clause 20)	Scope	The solution should provide the option for source applications to send SMS either via web services (API) or through Database insert or any other mechanism desired by the bank.	Please confirm the process for Database insertion for sending SMS form banks various applications.	Source application will insert data into Middleware temporary database. From there, middleware application process those records. After inserting, service provider may decide processing flow
35	63	Annexure 11 – Project Details Scope of Work (Clause 29)	Scope	Sender Id masking / replacing should be available. The message should be delivered to correct mobile Number.	Please provide clarification on Sender Id Masking.	Presently, Bank is sending SMS through certain sender ids and SMS should be deliver with the same sender IDs.

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

36	63	Annexure 11 – Project Details Scope of Work (Clause 32)	Scope	Middleware application should be robust enough to handle 10k TPS. TPS of 5000 for submission and 5000 for DLR update. Application performance should not be impacted in terms of slowness, record pile up, delayed delivery during peak hours or with max TPS.	Please confirm who will deploy Middleware solution. Whether L1 Bidder or by multiple Vendor i.e. L2 and L3 as well.	The selected bidder shall deploy their middleware solution which should be capable to distribute load as per the percentage mentioned under RFP. Bank at its discretion may use both or anyone of the solution deployed on the basis of performance.
37	66	Annexure 11 – Project Details Scope of Work, point 2, Split Order	General	Bank intends to shortlist two service providers for its scope of work defined in this RFP.	In this regard we request the bank to shortlist three service providers for its scope of work defined in this RFP with the ration of 50:30:20. In recent SBI tender and Canara Bank Tender they set the criteria to split the work among more than two bidders. This is perhaps to ensure that the chances of failure of the critical banking services goes to almost nil.	No Change

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

38	72	Annexure-13, Service Levels	SLA	Expected delivery Time per SMS for OTP SMSs	<p>In this regard we would like to mention that the expected delivery time in other banking sector for the OTP SMSs are 0-15 secs and Expected Delivery Ratio for a day To below: OTP SMSs >= 98% Financial Transaction SMSs >= 95% Promotional SMSs >= 85% Pull Services (including response handling & sending SMS) >= 95% International SMSs >= 95%</p> <p>In line to the same, we are hereby requesting you to kindly increase the Delivery time for OTP SMSs to 15 secs. Secondly in the requirement of success rate of delivery, should exclude below factor but are not limited to, subscriber unavailability (switched off, out of coverage, or airplane mode), handset issues (inbox full, device malfunction), telecom network congestion or outages, regulatory and compliance restrictions (DLT non-compliance, consent issues), invalid or incorrect recipient details, Mobile Number Portability (MNP) delays, destination network restrictions, force majeure events (natural disasters, government actions, civil unrest), user-initiated restrictions (DND activation, SMS barring)</p>	No Change
----	----	-----------------------------	-----	---	---	-----------

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

39	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder must have registered average annual turnover of Rs. 500 Crores (MSE / Startups – 50 Crores) or above from Indian Operations only during the last three completed financial years – FY 2021-22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.	"We kindly request a reconsideration of the financial capability criteria. The current turnover requirement is quite high and limits participation to a small number of bidders. Reducing this requirement would allow more technically proficient bidders to compete, ensuring a more competitive and fair tender process. we request reducing the average annual turnover requirement to Rs. 150 Crores"	Please refer addendum
40	38	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.4 Experience & Support Infrastructure	Eligibility	Should have interfaced their system with Bank's delivery channel like ATM, Internet Banking etc. for real time delivery using industry standard protocol. Documentary Proof of order / contract copy / customer credentials A self-certified letter also to be attached	As majorly bank is interfaced with the Delivery channels like ATM and internet banking, but NO work order mentioned these channels, hence requesting to kindly consider the Work order from Bank without these words mentioned in it.	Please refer addendum
41	64	Annexure 11 – Project Details Scope of Work 1. Project Scope, point No. 45	Scope	Bank may ask any or both successful bidders to deploy the middleware solution in Bank DC/ DR environment to accept SMS traffic from different applications within Bank.	Please confirm if the middleware needs to deploy at Banks Premises?	Yes, it is on-premise.
42	64	Annexure 11 – Project Details Scope of Work 1. Project Scope, point No. 41	Scope	Support for any upgrade activity pertaining to any hardware/OS/DB/middleware or any other infrastructure component at no extra cost with required modifications at the application/DB end.	Kindly help with the hardware details required for middleware deployment and clarify the cost required for middleware development will be borne by whom?	Middleware along with its required supporting software to be deploy by the successful bidders. Hardware as per requirements will be provided by the Bank

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

43	67	Annexure 11 – Project Details Scope of Work 4.Delivery	Scope	The SMS Aggregator services/ solution should be implemented as per project scope within a period of 4 weeks in totality from the date of placing purchase order	If the middleware deployment is required and as part of Scope debug services at just 4weeks will not be feasible hence requesting to only extend the timelines at least of 8 weeks.	We understand that middleware solution is readily available with the service provider and hence timeline is justified even if some customization is required.
44	76	Annexure 15 – Masked Commercial Bid	Commercial	Onsite Support for the solution will be 24x7 in 3 shifts per day (One resource per shift) and charges to be included as part of the SMS.	as 3 resources needs to deploy requesting you to kindly add line item for resource cost	No Change Onsite support charges should be factor with SMS cost only
45	7	3. Contract period	General	Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period. There will be no price escalation during the contract period.	Please allow deviation due to price changes due to external factors like regulatory/TRAI etc. Please allow mutual discussion to arrive at revised price at such time.	No Change
46	9	8. Exemption for EMD amount	General	Since RFP is being floated on GeM Portal, Bid Security related exemptions as specified in clause 4, Section xiii, Sub-section 'm' of GeM GTC are applicable as the case may be.	We fall under exempted category on GeM portal (Turnover is > INR 500 Cr) and will not submit EMD, please confirm.	Applicable as per GeM GTC or ATC document.
47	11	12. Service Level Agreement and Non-Disclosure Agreement	General	12. Service Level Agreement and Non-Disclosure Agreement	We understand SLA & NDA needs to be signed by selected vendor - Annexure 24, and not to be submitted in bid set, please confirm.	All the Bidders shall signed & submit Service Level Agreement and Non-Disclosure Agreement as per format annexure 24 under ATC documents on their company letter head. Final execution of agreements will be with selected Bidder only.

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

48	12	14. Termination	General	<p>Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request for Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further, bank may impose such restriction/s on the defaulting bidder as it deemed fit. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract. Notwithstanding above, Bank reserves the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part, without assigning any reason, by giving Service Provider at least 90 days prior notice in writing.</p>	<p>Kindly make the Termination clause mutual and please exclude delay due to uncontrollable factors. Please also provide cure period to service provider.</p>	No Change
49	22	25. Indemnity	Legal	25. Indemnity	<p>Indemnity is unilateral/kindly please restrict the indemnity to third party claims only. kindly please consider including Bidders indemnification in case of content breach by Bank as the content pushed through our platform cannot be accessed by us.</p>	No Change

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

50	22	25. Indemnity	Legal	In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.	Please either remove or modify the clause that the amount due to the Bank shall be determined by an appropriate court or authority or mutually by Parties and Kindly consider to omit set-off provision considering we should be paid for the services already rendered. Any other pending dues is proposed to be settled separately.	No Change
51	23	26. Confidentiality	Legal	26. Confidentiality	kindly make this clause mutual as Bidder will also submit documents and confidential information also exclude disclosure due to authority and government or court or tribunal order or Applicable law	No Change
52	25	31. Force Majeure	Legal	31. Force Majeure	Kindly consider including Epidemics under the Force Majeure event. Also the customer shall immediately clear the amount due for the services already rendered till the date of force majeure event	No Change
53	26	32. Termination	Legal	32. Termination	Kindly make this clause mutual	No Change
54	28	35. Limitation of Liability	Legal	35. Limitation of Liability	Kindly please restrict cap the liability to 12months receivables.	No Change
55	33	Integrity pact	General	Integrity pact (Bidder to submit duly Signed and Stamped /digitally signed Integrity Pact with Rs. 600 Non-Judicial stamp paper /eSBTR along with Bid)	We understand that entire bid needs to be submitted online only. Please confirm if any of the documents needs to be submitted in hardcopy at your office.	Original copy of Integrity Pact to be submit within 2 days of RFP submission date. Soft copy needs to be attached /upload with the Bid document.

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

56	38	C Experience & Support Infrastructure	Eligibility	3. Should have provided multilingual (other than English) SMS facility in at least one Central/ State Govt./ PSU / public / private commercial sector banks in India during the last three years.	PO / Agreement doesn't mention Multilingual (other than English) / languages, please allow us to share self-declaration with sample templates as evidence.	Please refer addendum
57	38	C Experience & Support Infrastructure	Eligibility	4. Should have interfaced their system with Bank's delivery channel like ATM, Internet Banking etc. for real time delivery using industry standard protocol	PO / Agreement doesn't mention Bank's delivery channel like ATM, Internet Banking etc, please allow us to share self-declaration along with API details.	Please refer addendum
58	39	A. Technical Bid Evaluation	Technical Evaluation Criteria	6. DLT (Need to submit registration certificate) - Registered with DLT as telemarketer	We would submit Telemarketer Registration Certificate; hope it would suffice.	Please refer addendum
59	39	Data Centre Certification where solution has hosted.	Technical Evaluation Criteria	Tier III -7 Marks	Please give full 10 marks for Tier-III Data Centre as it fulfils the requirement of this RFP.	Please refer addendum
60	52	Annexure 06 – Bid security Declaration for MSE/Startup	General	Annexure 06 – Bid security Declaration for MSE/Startup	Please confirm is it applicable for companies exempted to pay EMD as per GeM guidelines (>INR 500 Cr Turnover)	Applicable as per GeM GTC or ATC document.
61	53	Annexure 06 – Bid security Declaration for MSE/Startup	General	(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)	We understand Joint Venture / Consortium is not allowed, please confirm.	Yes, Joint Venture / Consortium are not allowed.
62	59	Annexure 11 Point 5	Scope	5. Change/upgrade/customize the infrastructure from time to time for ensuring the compliance to statutory, IS Audit, concurrent Audit, PCIDSS Audit, RBI, TRAI and IBA guidelines/Audit at no extra cost to the Banks	PCIDSS is not applicable for this service. We request for the deviation in this point	Currently, middleware deployed is falling under category -II of PCIDSS as card data applications are integrated with SMS middleware. Hence compliance to be ensured.

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

63	60	Annexure 11 – Project Details Scope of Work	Scope	12(a). VA/VAPT/IS Audit/Incident Audit/Concurrent Audit/RBI Audit/PCIDSS/any other audit observations or bug fixing/OS patching should be closed within 24 hours of publishing of critical and high category points. For medium and low category points should be close in within a week in consultation with the bank.	PCIDSS is not applicable for this service. We request for the deviation in this point	Currently, middleware deployed is falling under category -II of PCIDSS as card data applications are integrated with SMS middleware. Hence compliance to be ensured.
64	63	Annexure 11 – Project Details Scope of Work	Scope	29. Sender Id masking / replacing should be available. The message should be delivered to correct mobile Number.	Is this referring to the masking the sender id of the SMS being pushed to the customer. Ideally the message are being pushed with the DLT approved sender ID only. If not then the message will be failed	Presently Bank is sending SMS through certain sender ids and SMS should be deliver with the same sender IDs.
65	66	2. Split Order	General	Split Order: The Bank reserves the right to split the quantities/volume of SMS amongst L1 and L2 vendors in proportions of 60:40 provided L2 vendor is willing to match all the prices/rates (item wise) and other terms & condition of the RFP.	All large banks of a similar stature to Bank of Baroda onboard L1, L2, and L3 vendors to manage high volumes effectively while ensuring the required uptime and redundancy. Please replicate this approach in the RFP as well.	No Change
66	67	5. Payment Terms	Commercial	b) Implementation Cost (OTC): c) Onsite Support Charges:	These are not mentioned in BOQ, please add if we can invoice these separately as per these clauses.	Implementation and onsite support charges to be factor with SMS cost only
67	67	4. Delivery	Scope	4. Delivery	Please allow deviation due to uncontrollable factors which are outside the purview of vendor or delays due to BOB.	No Change

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

68	72	Annexure 13 – Service Levels	sla	Annexure 13 – Service Levels	<p>Please allow deviation for uncontrollable factors. Messages which are not delivered to user handset due to factors which are not under control of service provider should also be considered for billing purpose.</p> <p>Please find below few uncontrollable factors: (A) Delivery of SMS from Telco (GSM/CDMA) network to handset, (B) Message retries if not delivered, e.g. phone switched off, Inbox full, Roaming, etc. In these cases the latency of the message delivery is increased. Also, no error code is received from the operator in this case, (C) Barring all network and radio errors like - out of network area/handset switched off, memory full, inbox full, invalid numbers, etc. (D) SMS not delivered in case of Absent Subscriber</p>	No Change
69	77	Annexure 16 – Commercial Bid	Commercial	Onsite Support for the solution will be 24x7 in 3 shifts per day (One resource per shift) and charges to be included as part of the SMS.	<p>Please share responsibilities to be performed by onsite resource, needs to consider its cost accordingly.</p>	Onsite support team will be responsible for Application support and Monitoring 24x7X365. Report generation as per Bank's requirement, DC/ DR Cutover and Cutback Activities, Testing and Deployment of new changes in UAT and Production, bug fixing, deploying changes related to audit compliance and coordination with other support teams etc. The

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

						resource should be experienced in application interface having complete knowledge of the solution including the infrastructure. Please refer to the scope of work under RFP document.
70	82	Annexure 18 – Know Your Employee (KYE)	General	Competent Authorized Representative Authority	We would deploy resources after winning the RFP, specific employee cannot be committed. Please define Competent Authority & Authorized Representative	All the Bidders must provide undertaking as per format mentioned under annexure 18 of the RFP document.
71	92	Annexure 24 – SERVICE LEVEL AND NON-DISCLOSURE AGREEMENT FORMAT- 15. SET-OFF	Legal	Annexure 24 – SERVICE LEVEL AND NON-DISCLOSURE AGREEMENT FORMAT- 15. SET-OFF	Kindly pls consider to omit set-off provision considering we should be paid for the services already rendered. Any other pending dues is proposed to be settled separately.	No Change
72	96	17. CONFIDENTIALITY	Legal	17. CONFIDENTIALITY	Kindly make this clause mutual as Service Provider will also submit documents and confidential information also exclude disclosure due to authority and government or court or tribunal order or Applicable law	No Change
73	97	18. INDEMNITY	Legal	18. INDEMNITY	Kindly make the indemnity clause mutual. Additionally, request Bank to give content indemnity as the content pushed through our platform cannot be accessed by us.	No Change
74	99	21. TERMINATION	Legal	21. TERMINATION	Kindly make this clause mutual	No Change

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

75	102	25. LIMITATION OF LIABILITY	Legal	25. LIMITATION OF LIABILITY	Kindly make this clause mutual and please restrict /cap the liability to 12months receivables.	No Change
76	103	31. VICARIOUS LIABILITY	Legal	31. VICARIOUS LIABILITY	Sub-contractors to be excluded from this clause as we will not be sub-contracting any part of this solution .	No Change
77	104	32. FORCE MAJEUR	Legal	32. FORCE MAJEURE	Kindly consider including Epidemics under the Force Majeure event. Also the customer shall immediately clear the amount due for the services already rendered till the date of force majeure event	No Change
78	7 & 8	3- Contract Period	General	The Bank at its discretion can remove any of the service provider based on the review and feedback Bank has the discretion to discontinue the vendor services at any point of time during the contract period of five years.	kindly modify the clause stating the Discontinuation will be done as per the termination clause with appropriate agreed notice	No Change
79	72 to 73	Annexure 13 – Service Levels Penalty	SLA	Annexure 13 – Service Levels Penalty	Penalty is too high, kindly agree for a lower rate . Kindly also exclude delay due to unforeseen circumstances which are out of control of Bidder	No Change
80	BOQ	BOQ	Commercial	BOQ	1. After filling values, we are unable to see large figures as width of fields are frozen. 2. GST to be entered in '%' OR exact value? Please share updated BOQ. 3. On GeM portal, we need to mention Value of Column V (Total Amount including GST) of BOQ, against resp. line items, is this understanding, correct? If yes, On GeM portal cost of 1000 messages are to be filled but in	Please ensure TCO in GeM should be same as financial breakup submitted.

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

					BOQ we need to put per unit price, please confirm. Please help in bridging this gap.	
81	NA	C Experience & Support Infrastructure	Eligibility	NA	<p>Please add one clause in Eligibility regarding experience in providing Middleware which is a mandatory requirement in this RFP. Suggested clause:</p> <p>"The Bidder should have successfully deployed Middleware solution for SMS Services in at least three Central Govt./ State Govt./ PSU / Scheduled Commercial Bank in India and solution should be running for more than last 3 years. - Please provide PO/Agreement copy along with experience certificate from 3 clients."</p>	Please refer addendum
82	NA	NA	General	Additional queries against this RFP	Should we consider if load balancing over the application layer will be provided by the bank?	Hardware infra for middleware solution will be provided by the Bank
83	NA	NA	General	Additional queries against this RFP	Which Database we have to consider while hardware sizing is to be done?	It depends on Bidder if their solution support different type of DB all can be mentioned

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

84	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - B.1 Financial	Eligibility	The Bidder must have registered average annual turnover of Rs. 500 Crores (MSE / Startups – 50 Crores) or above from Indian Operations only during the last three completed financial years – FY 2021-22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.	Request you give some relaxation for MSME Bidder in Turnover criteria State of 50 crore average turnover to 44 core average turn over for last 3 financial years.	Please refer addendum
85	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.1 Experience & Support Infrastructure	Eligibility	The Bidder should have tie-up with at least 3 major Telecom service providers in India for SMS	Request you for Domestic and international tie -up During evolution consider as 2 and above years as 10 Marks.	Please refer addendum
86	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder should have provided SMS Services with average 4 Crore SMS's per day in at least one Public Sector / Private Sector Bank / BFSI in India or 5 Crore combined in two Public Sector / Private Sector Bank / BFSI in India during the last three years. The solution offered should be currently running successful.	During the evolution consider as single day invoice 5 core and above sms trigger in a single day as 20 Marks	Please refer addendum
87	39	Evaluation	Technical Evaluation Criteria	Data Center certification where solution has hosted	Request you consider all as 10 marks	Please refer addendum
88	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - B.1 Financial	Eligibility	The Bidder must have registered average annual turnover of Rs. 500 Crores (MSE / Startups – 50 Crores) or above from Indian Operations only during the last three completed financial years – FY 2021-22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22	Request you to revise this clause Rs. 100 crores registered average annual turnover, to enable participation of maximum bidders.	Please refer addendum

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

				& 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.		
89	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder should have provided SMS Services with average 4 Crore SMS's per day in at least one Public Sector / Private Sector Bank / BFSI in India or 5 Crore combined in two Public Sector / Private Sector Bank / BFSI in India during the last three years. The solution offered should be currently running successful.	Request you to revise this clause to 2 crores SMS per day for one client and 3 crores SMS per day for two clients.	Please refer addendum
90	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - B.1 Financial	Eligibility	The Bidder must have registered average annual turnover of Rs. 500 Crores (MSE / Startups – 50 Crores) or above from Indian Operations only during the last three completed financial years – FY 2021-22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies). *If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.	Suggestions and Valid Scenarios to Support Not to Change or Give Relaxations in the Turnover Criteria. The existing turnover criteria of Rs. 500 Crores (Rs. 50 Crores for MSEs/Startups) ensure that bidders possess the financial strength and operational scalability to manage the bank's requirements, especially for high-volume and critical operations like middleware and communication services.	Please refer addendum
91	NA	GEM	General	GEM	Submission is on GEM so all the required documents needs to uplaod online or anything needs to submit physically. Please confirm.	Original copy of Integrity Pact along with Bank Guarantee for EMD if applicable to be submit within 2 days of RFP submission date.
92	NA	EMD	General	EMD	On GEM we are under the exemption for the EMD as Turnover more than 500 Cr so in this Turnover related documents needs to submit physically ? Please confirm	No need to submit any physical copy if exempted from EMD as per GeM GTC. Only original copy of Integrity Pact to be submitted within 2 days of RFP submission date.

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

93	59	Annexure 11 – Project Details Scope of Work	Scope	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	In this RFP is there anything needs to provide related to Infra? Also, for this project hardware / licensing will procure by the Bank or bidder needs to procure the same.	Bank having arrangement for existing licenses RHEL, Windows OS, Oracle, SQL DB to be use. Hardware infra along with Windows / RHEL licenses will be provided by the Bank. For establishing P2P link b/w Bank and Service Provider DC -DR, Cable arrangement, Cross connect & Rack space for network equipment's at Service Provider DC-DR is to be arranged by the Service Provider only.
94	41	Annexure 11 – Project Details Scope of Work	Scope	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	Understanding : Annexure 12 – Sizing Requirement needs to share by Bidder and Infra sizing mentioned in the Annexure 12 bank will provide the same along with the likening	Bank having arrangement for existing licenses RHEL, Windows OS, Oracle, SQL DB to be use. Hardware infra along with Windows / RHEL licenses will be provided by the Bank. For establishing P2P link b/w Bank and Service Provider DC -DR, Cable arrangement, Cross connect & Rack space for network equipment's at Service Provider DC-DR is to be arranged by the Service Provider only.
95	61	Annexure 11 – Project Details Scope of Work	Scope	h. Should have the facility of online filtering of the DND numbers on real time basis.	After DLT, DND filtration is taken care by DLT platform not the aggregators so requesting to eliminate such clause	Service Provider shall have necessary arrangement for the same.

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

96	64	Annexure 11 – Project Details Scope of Work	Scope	40. Product should have menu driven facility for Purging and Archival of SMS data (Auto purging and auto archival should be implemented in SMS application to avoid the manual interventions)	Need a clarity	Auto purging of MIS table in database through either Admin portal or scripts or DBMS scheduler.
97	61	Annexure 11 – Project Details Scope of Work 1. Project Scope	16. The messaging Platform must offer following categories of SMS services:	i. The solution offered should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and internationally, without any exception.	Suggestion for Keeping Domestic and International SMS RFPs Separate : To ensure optimal service quality and address specific operational and pricing challenges, we strongly suggest separating the RFPs for domestic and international SMS services. This approach will help in providing focused, cost-effective, and high-quality solutions tailored to the needs of each category. This practice followed by other banks like Canara Bank and SBI. This approach offers several benefits, particularly in maintaining service quality for both domestic and international SMS traffic. 1. Quality of Service: Domestic and international SMS services have different requirements and challenges, such as network routing, delivery timelines, and compliance. Keeping them separate allows service providers to focus on specific needs, ensuring better performance for each category. 2. Pricing Concerns: When the RFP combines domestic and international SMS services and is evaluated based on Total Cost of Ownership (TCO), it becomes challenging to set fair per-unit prices for different types of traffic. Domestic SMS traffic is usually much higher, while international traffic is relatively low. This imbalance often results in lower	No Change

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

					pricing for international SMS, making it difficult for providers to offer competitive rates. The cost of international SMS varies by country and is also affected by the daily changes in the Euro exchange rate, adding another layer of complexity to pricing. 3. Integration Complexities: international traffic may require support for specific country codes, adherence to varying regulations across countries, and handling multiple international carriers. Separating the RFPs ensures these complexities are managed effectively without impacting domestic traffic.	
98	61	Annexure 11 – Project Details Scope of Work 1. Project Scope	16. The messaging Platform must offer following categories of SMS services:	i. The solution offered should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and internationally, without any exception.	For international SMS service, kindly list the major target countries where BOB seeks SMS delivery. Additionally, request to revise the billing requirement to submission basis instead of delivery confirmation. International SMS costs vary by country and are influenced by the Euro exchange rate, which fluctuates daily. However, in this RFP, the costing is fixed for the entire 5-year tenure. Considering these factors, it is requested to align billing metrics to submission basis and provide clarity on the key countries for SMS delivery along with the traffic segregation with the nature of international traffic OTP, Trans and Promo.	No Change
99	72	Penalty on Message Delivery (Separate Calculation)	SLA	Availability Service Level Default	Service Availability Uptime: 99.9% (monthly basis). SMS Delivery Timelines Processing Time:	No Change

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

					<p>Messages triggered by customer systems are processed and submitted to operators within 5 to 10 seconds.</p> <p>Delivery Timelines (Category-wise):</p> <p>OTP: 95-98% within 15 seconds. Transactional Alerts: 92-95% within 30 seconds. Promotional SMS: 85-90% within 5 minutes. (SMS delivery also depends on the data quality as well)</p> <p>User Segmentation: Different user profiles for OTP, Transactional, and Promotional messages.</p> <p>Handset Delivery: Dependent on network and coverage. Typically delivered within 10 seconds under normal conditions.</p>	
100	72	Details of Expected timeframe & expected delivery ratio:	SLA	OTP SMSs 0 - 10 sec = 100%	Need to revise : OTP SMSs 0 - 15 sec = 95-98% (Delivery ratio is depends on the data quality and static reasons needs to be consider while calculation the delivery ratio and to set the expectation)	No Change
101	72	Details of Expected timeframe & expected delivery ratio:	SLA	Financial Transaction SMSs 0 - 30 sec >= 98%	Need to revise: Financial Transaction SMSs 0 - 30 sec >= 92-95% (Delivery ratio is depends on the data quality and static reasons needs to be consider while calculation the delivery ratio and to set the expectations)	No Change

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

102	73	Penalty on Message Delivery (Separate Calculation)	SLA	<p>Please Note: Failures on account of Hand set related issues at the end user level will not be considered as part of SLA calculation.</p> <p>For domestic/international territories SMS actual delivery should be based on the exact length of mobile number of respective territory (including country code). If any deviation in the mobile number length of a particular territory, then bank will not consider as actual delivery.</p>	<p>While calculating the delivery percentage ratio, should the following static reasons be considered as non-penalizable failures:</p> <ol style="list-style-type: none"> 1) Failed due to DLT. 2) Inbox full. 3) Invalid Mobile Number. 4) Mobile Number Blacklisted. 5) Mobile Out of Range. 6) Mobile Switched Off. 7) Any other issue from the customer's (recipient's) end. 8) Please confirm if the delivery ratio will factor in these cases, as it directly depends on end-customer network availability and data quality. 	No change
103	37	Annexure 02 – Evaluation Terms	A. Eligibility Bid Evaluation	C Experience & Support Infrastructure	<p>Request To Add : Service provider should have implemented the Middleware solution on any PSU Bank . Middleware solution should have facility to interface with Bank's systems and should have the below facilities along with the the processing the more than 4-5 Cr SMS in a day via middleware• Picking SMS from bank system – Bank will give access to the SMS data generated at Bank's end and the application has to pick the SMSs and update the DLR back to the system. • Pushing of SMS to middleware – There should be provisions in the middleware system by which bank application can push the messages to middleware DB through direct DB connection and API. • The solution should be able to support distribution of SMS traffic to different 3 vendors based on the ratio decided by the bank, if</p>	Please refer addendum

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

					required. Bank solely reserves the right to decide the distribution ratio. -----The Bidder has to submit the documentary proofs/screenshot of the dashboard / panel and take a letter from the existing customer regarding the same features provided by the bidder or Submit the PO & RFP details which shows the middleware requirements (RFP number and PO number needs to validate) and supportive latest months Invoices as well. Mandate to share the Banks concern person Name , Email ID , Designation and Mobile number so the BOB team can validate the details shared by SP regarding the proof submitted and the services implemented by SP for that particular customer.	
104	39	Annexure 02 – Evaluation Terms	Technical Bid Evaluation	2. Technical Bid Evaluation : Experience as SMS aggregator (minimum 3 years' experience) (Documentary Proof - Purchase order / agreement copy / customer credentials)	Requesting to Modify the clause : (>12 years- 10 Marks) (>12 to 11 years – 8 Marks) (10 to 5 years- 5 Marks)	Please refer addendum

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

105	39	A. Technical Bid Evaluation	A. Technical Bid Evaluation	<p>8. Experience in handling per day SMS volume as a single entity/ service provider. (Need to submit certificate received from client)</p> <p>>20 crore – 20 Marks >15 crore – 15 Marks >10 crore – 10 Marks > 5 crore- 5 Marks</p>	<p>Needs to Revise: 8. Experience in handling per day SMS volume as a single entity/ service provider.(Documentary Proof : PO along with the latest months Invoices should consider as a proof . Customer can send the Service satisfactory letter, but they will not mention count confirmation on the same letter. In this case we will submit the PO's which shows the Banks is onboarded with us and along with that will submit the Declaration and Invoices which suffix the Per day average traffic criteria Single Entity / Service provider)</p> <p>>50 crore – 20 Marks >45 crore – 15 Marks >40 crore – 10 Marks >35 crore- 5 Marks</p>	Please refer addendum
106	39	A. Technical Bid Evaluation	A. Technical Bid Evaluation	<p>8. Experience in handling per day SMS volume as a single entity/ service provider. (Need to submit certificate received from client)</p> <p>>20 crore – 20 Marks >15 crore – 15 Marks >10 crore – 10 Marks > 5 crore- 5 Marks</p>	<p>Need to Add : Experience in handling per day SMS volume via Middleware solution from any single PSU bank. ((Documentary Proof : PO along with the latest months Invoices should consider as a proof . Customer can send the Service satisfactory letter, but they will not mention count confirmation on the same letter. In this case we will submit the PO's which shows the Banks is onboarded with us and along with that will submit the Declaration and Invoices which suffix the Per day average traffic process from Middelware solution criteria from Single Bank)</p> <p>>15 crore Traffic Per Day – 20 Marks >10 crore Traffic Per Day – 10 Marks</p>	Please refer addendum

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

					>7 Crore Traffic Per Day – 7 Marks > 5 Crore Traffic Per Day - 5 Marks	
107	39	A. Technical Bid Evaluation	A. Technical Bid Evaluation	7. Client base (PSU/B&Fs/NBFC) (Documentary Proof - Purchase order / agreement copy / customer credentials) >5 clients-15 Marks 5 clients – 10 Marks 4 clients – 7.5 Marks 3 clients – 5 Marks 2 clients – 2.5 Marks	NEED TO MODIFY : Client base (B&Fs) : PSU Banks / Private Banks with Branches More than 1000 : >3 Banks : 15 Marks , >2 Banks : 10 Marks, > 1 Bank - 5 marks (Documentary Proof - Purchase order / agreement copy / customer credentials)	Please refer addendum
108	39	A. Technical Bid Evaluation	A. Technical Bid Evaluation	Tie up with international telecom service providers. (Documentary Proof - Letter from Telecom Service Provider / agreement copy) >5 year-10 Marks 2 to 5 years -5 Marks	Documentary Proof : We have agreements with international operators that are auto-renewable. As per the terms: The agreement remains in effect until terminated as per the agreed terms. So in this case such agreements needs to be accept.	Please refer addendum
109	40	B. Commercial Bid Evaluation	Commercial	For finalization of the most competitive offer, the Bank will conduct 'Reverse auction' as per terms and conditions of GeM portal.	Ref your RFP for SMS services, we would like to highlight that GEM portal allows for organisations to procure in a QCBS (Quality cum Cost Based Selection) system. This allows for department to not just get the best commercials, but also the most capable vendor. It is our request that Bank may please change the selection system from Reverse Auction to QCBS.	No Change
110	72	Availability Service Level Default	SLA	OTP SMS : 0-10 sec - Expected Delivery Ratio of a day = 100%	OTP SMS : 0-15 sec - Expected Delivery Ratio of a day = 100%.	No Change

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

111	39	Technical Bid Evaluation	Technical Evaluation Criteria	Experience as SMS aggregator (minimum 3 years' experience) (Documentary Proof - Purchase order / agreement copy / customer credentials)	Experience as SMS aggregator/ Telecome Service Provider (minimum 3 years' experience) (Documentary Proof - Purchase order / agreement copy / customer credentials).	Please refer addendum
112	39	Technical Bid Evaluation	Technical Evaluation Criteria	DLT (Need to submit registration certificate)	As a telecom provider, mentioned clause is not applicable to us under tcccpr 2018	Please refer addendum
113	37	Annexure 2 – Evaluation Terms: Eligibility Criteria - C.2 Experience & Support Infrastructure	Eligibility	The Bidder should have provided SMS Services with average 4 Crore SMS's per day in at least one Public Sector / Private Sector Bank / BFSI in India or 5 Crore combined in two Public Sector / Private Sector Bank / BFSI in India during the last three years. The solution offered should be currently running successful.	2. The Bidder should have provided SMS Services with average 1 Crore SMS's per day in at least one Public Sector / Private Sector Bank / BFSI in India or 1.5 Crore combined in two Public Sector / Private Sector Bank / BFSI in India during the last three years. The solution offered should be currently running successful.	Please refer addendum
114	11	13. Compliance with Laws	Legal	13. Compliance with Laws	We propose that this clause be limited to applicable laws and not extend to labor law compliance, as it is not relevant to the current requirement.	No Change
115	12	14. Termination	Legal	14. Termination	The termination right is too broad therefore we propose the existing clause to be replaced with the following: Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason, subject to termination charges as determined by the selected bidder. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request for Proposal has not been met by the bidder or the bidder has made	No Change

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

					<p>material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract upon written notice of termination to the other Party if (i) the defaulting party breaches a material provision of this contract or the applicable purchase order and the defaulting party fails to cure such breach within thirty (30) days after receipt of written notice of breach from the non-defaulting party. After the award of the contract, if the selected bidder does not perform as per the the agreed terms of the Contract or delays execution of the contract for more than 60 days, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, Bank is bound to make good the additional expenditure which the bidder may have to incur for the execution of the balance of the contract. Notwithstanding above, Each Party has the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part, without assigning any reason, by giving at least 90 days prior notice in writing.</p>	
116	22	25. Indemnity	Legal		<p>The Indemnity is too broad hence, We request this clause to be replaced with the following: "i. Each Party shall indemnify the other from and against any claims by third parties (including any governmental authority) and expenses (including legal fees and court costs) arising from damage to</p>	No Change

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

					tangible property, personal injury or death caused by such Party's negligence or willful misconduct. ii.The maximum aggregate liability of Bidder, with respect to all indemnity claims under the RFP including intellectual property claims, shall in no event exceeds, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability."	
117	25	27. Assignment	Legal	Assignment The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including Service Provider's affiliate without the prior written consent of the Bank.	We propose to include the following language to this clause: "except, however, that either Party may assign the Contract and/or a purchase order to an affiliate or as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets by providing advance written notice to the other party of any such proposed assignment. Any such assignment by Bank shall be conditioned on a determination by SP that the assignee is at least as creditworthy as Bank."	No Change
118	26	32. Termination	Legal	Termination	We propose to change the termination right as mutual	No Change

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

119	28	34. Order / Contract Cancellation	General	34. Order / Contract Cancellation	<p>We propose the following modification in [bracket]:</p> <p>34. Order / Contract Cancellation The Bank will provide the service provider a remedy period of 90 days [120 days] to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected service provider through a letter or mail correspondence. The 90 days [120 days] time period will commence from the day the Bank has sent such correspondence to the selected service provider.</p> <p>The Bank reserves its right to cancel the order/contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone and it will be considered as a breach of obligations of the service provider:</p> <p>4 Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the selected service provider.</p> <p>4 Discrepancy in the quality of service/security expected during the implementation, rollout, and subsequent maintenance process [, provided such discrepancies are clearly defined and measurable as per the contract terms].</p> <p>4 The amount of penalties has exceeded the overall cap of 10% of the yearly contract value in any year during the contract period.</p> <p>4 Failure of the vendor to make good the situation within the</p>	No Change
-----	----	-----------------------------------	---------	-----------------------------------	---	-----------

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

					<p>remedy period.</p> <p>4 The selected service provider commits a breach of any of the terms and conditions of the RFP/contract.</p> <p>4 The selected service provider becomes insolvent or goes into liquidation voluntarily or otherwise.</p> <p>4 An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender [, provided the vendor is given 30 days to resolve the insolvency or attachment issue].</p> <p>In case of order/contract cancellation, any payments made by the Bank to the service provider would necessarily [are non-refundable]. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor [; only those deliverables directly related to a breach of contract will be considered for reversal or redoing].</p> <p>[In case of Force Majeure events or delays solely attributable to the Bank, the Service Provider shall not be considered in breach of contract, and such delays will not trigger cancellation of the contract.]</p> <p>[Any disputes arising out of the cancellation of the contract shall be subject to a formal dispute resolution mechanism, including mediation or arbitration, before cancellation is enforced.]</p>	
--	--	--	--	--	---	--

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

120	28	35. Limitation of Liability	Legal	35. Limitation of Liability	<p>We propose the following changes:</p> <p>1) The maximum aggregate liability (including indemnity claims) of successful bidder, under the RFP shall in no event exceeds, the most recent twelve (12) months of charges collected by successful bidder pursuant to the applicable purchase order giving rise to the liability.</p> <p>2) Under no circumstances either party shall be liable to the other party for any indirect, incidental, consequential, special or exemplary damages, including any loss of revenue or anticipated profits or lost business arising from this Agreement, even if the parties has been advised of the possibility of such damages."</p>	No Change
121	66	2. Split Order	General	Request for L3	Request to consider adding L3 along with L1 and L2	No Change
122	76	Annexure 15 - Masked Commercial Bid	Commercial	<ul style="list-style-type: none"> - There is no seprate segration for one time Inatllation charge - There is no seprate rows for inputing rates separtely for India and International Locations. - Bank International locations presence information is missing in the RFP document - SMS rates for INternational Location differs from location to location thus bank must allow customer to input International SMS rates based on countries. 	<ul style="list-style-type: none"> - There is no seprate segration for one time Inatllation charge - There is no seprate rows for inputing rates separtely for India and International Locations. - Bank International locations presence information is missing in the RFP document - SMS rates for INternational Location differs from location to location thus bank must allow customer to input International SMS rates based on countries. <p>Request Bank to provide the required details as mentioned above and also make required changes in the commercial proposal to submit separate rates</p>	No Change

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

					for domestic and international locations.	
123	76	Annexure 15 - Masked Commercial Bid (Clause G)	Commercial	There shall be no escalation in prices during the currency of 5 years contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.	Price escalation relaxation must be given over international SMS, and requested to be revived on quarterly/half yearly basis.	No Change
124	59	Project Scope Point 1	Scope	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	Is the Web portal Interface required to be customized as per bank? What are the tentative features bank is looking for Interface	Currently Middleware solution is deployed for both the SMS aggregators on Banks DC and DR site premises and various interfaces are integrated with middleware for routing the traffic.
125	59	Project Scope Point 5	Scope	Change/upgrade/customize the infrastructure from time to time for ensuring the compliance to statutory, IS Audit, concurrent Audit, PCIDSS Audit, RBI, TRAI and IBA guidelines/Audit at no extra cost to the Banks	Is bank also looking for any audit certificate prior to deployment of solution or this required to be done post deployment of solution	Bank will conduct or engage external agency to conduct audit of the deployed solutions / Infrastructure within Bank premises. However, audit of setup deployed at SP end to be conducted as per standard practises Bank may ask for audit certificate for the same. Additionally source code audit certificate of the middleware solution is require

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

126	61	Project Scope Point 16 (C)	Scope	Events: This category of services must allow SMS to be automatically sent to the customers when a certain event happens. Some examples are One Time Password, Balances below specified limit, Term Deposit maturity, loan EMI due date, payment receipt, any debit/credit transactions on the system and related activities	Here Bank wants to integrate the API with their system? Or Bank is looking for Automation tool to integrate with Bank data base to trigger the messages on occurrence of certain even or date or change in database?	Currently Middleware solution is deployed for both the SMS aggregators on Banks DC and DR site premises and various interfaces are integrated with middleware for routing the traffic.
127	61	Project Scope Point 16 (I)	Scope	System should be able to generate automated SLA compliance report	Is bank looking for SLA achieved dashboard. Please elaborate this clause	Automated SLA report as per the SLA agreement should made available for processing payments.
128	62	Project Scope Point 20	Scope	The solution should provide the option for source applications to send SMS either via web services (API) or through Database insert or any other mechanism desired by the bank. The specification for the same will be finalized in consultation with the bank, to ensure smooth transition from existing SMS Aggregator. The solution will take care of processing such requests and send the SMSs using SMS aggregator APIs. The delivery APIs should also be part of same solution. The solution should be able to connect with both SMS aggregators (successful bidders) with capability to distribute SMS traffic as per required ratio.	Does the Bidder has to integrate the API's of all the L1 & L2 bidder with Its portal and solution ?	Both the successful bidder should deploy their middleware solution which will have the capability to distribute the load as per the percentage mentioned under RFP. Bank at its discretion may use both or anyone of the deploy solution basis on performance.
129	62	Project Scope Point 20	Scope	There should be an option on front end portal for adding / disabling / enabling any source application interface for sending SMS.	Is Bank looking to intigrate the Bank Application and show dashboard what all Applications are integrated and option to enable and disable the SMS service from the Solution portal?	Yes

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

130	63	Project Scope Point 32	Scope	Middleware application should be robust enough to handle 10k TPS. TPS of 5000 for submission and 5000 for DLR update. Application performance should not be impacted in terms of slowness, record pile up, delayed delivery during peak hours or with max TPS. The SMS Middleware application hosted in Bank's domain should be scalable to meet the requirements of the Bank for the next 3 to 5 Years from the date of placing the Purchase Order.	Is bank looking on premises solution or it can be deployed on cloud also?	on-premises solution for middleware is required
131	11	11. Sub - Contracting	RFP /scope	The selected service providers shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any specialized service is prescribed in the scope of work requires subcontracting, it needs to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.	Deviation required to have third party OEM/ service provider at backend. All SLA and agreement would be frontending bidder	No Change
132	38-39	Annexure 02 – Evaluation Terms	Technical Bid Evaluation	RFP Clause	Please confirm if the bidder can use documents from its sister concern/ group company (another subsidiary of Parent company) for qualification on Eligibility and technical evaluation criteria	As per ATC document
133	NA		General	RFP Clause	Kindly confirm that Bidder along with its affiliate including its subsidiaries shall participate in the bid. The contracting and invoicing for proposed services/goods specified in this RFP will be managed by bidder or its wholly owned subsidiary	Bidder should have end-to-end responsibility for manging the solution.

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

134	67	4. Delivery	General	Bidder will have to pay late delivery charges to the Bank @ 0.5% of the total contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery / implementation of SMS Aggregator services/ solution beyond due date of delivery / implementation, to a maximum of 5% of the total contract value inclusive of all taxes, duties, levies etc. If delay exceeds two weeks from due date of delivery / implementation or late delivery charges exceeds the maximum percentage of 5%, Bank reserves the right to cancel the entire order.	The RFP should include that any Liquidated damages or penalties shall be settled in the form of credit note. All Liquidated damages should always be capped at 5% or less of the order value. This is OK with us.	No Change
-----	----	-------------	---------	---	---	-----------

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

135	67	5. Payment Terms	General	<p>The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities 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 Bidder in the price bid against such activity / item. The method and conditions of payments to be made to the service provider shall be:</p> <p>a) SMS Charges: The recurring expenses for outgoing messages will be paid monthly in arrears on actual number of SMSs delivered successfully within stipulated time at contractual rate. Bidder needs to submit the detailed delivery report as per the Bank's requirements. Bank may seek the cumulative monthly traffic/delivery report signed from the concerned telecom operators whose network was used to deliver the messages.</p> <p>b) Implementation Cost (OTC): 40% of Implementation Cost plus applicable tax after Implementation, Integration & UAT Sign-off from service provider in the form of Acceptance Form should be signed by both Bank's identified Project Manager & service provider's representative.</p> <p>40% of Implementation Cost plus applicable tax after Go live signoff from</p>	<p>RFP should contain the clause for payment which is 18 days post completion of the quarter. If the customer fails to make the necessary payment then the Service Provider can rightfully suspend the services alongwith impose the penal charges for the necessary delay in payment. Business to take a note with respect to their payment terms, timeline & percentage.</p>	No Change
-----	----	------------------	---------	--	--	-----------

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

				<p>Bank. Go Live Sign Off in the form of Go Live Sign off form should be signed by both Banks identified Project Manager & service provider's representative.20% of Implementation Cost plus applicable tax after Go-Live closure signoff from Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Bank's identified Project Manager & service provider's representative.</p> <p>c) Onsite Support Charges: Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from the Bank's Project / Operation Manager. The Bank will pay invoices within a period of 30 working days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 working days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 working days from the date the dispute stands resolved.</p>		
--	--	--	--	---	--	--

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

136	72	Annexure 13 Service Levels Page 72	sla		Business to discuss the uptime & downtime depending upon the scope of service. This to be discussed well in advance & only then agreed	No Change
-----	----	------------------------------------	-----	--	--	-----------

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

137	73	Annexure 13 Service Levels Page 72	sla		<p>Standard time frame for accepting payments is within 18 days post completion of quarter and from date of generation of invoice. Penalty for the downtime should be capped at 10% or less of the order value. Or the same can be measured by the following: Downtime penalty applicable in % on quarterly bill-</p> <table border="0"> <thead> <tr> <th>Sr. No</th> <th>Uptime</th> <th>Downtime Penalty</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>>= 99.5%</td> <td>0%</td> </tr> <tr> <td>2</td> <td>>= 99% to < 99.501%</td> <td>1%</td> </tr> <tr> <td>3</td> <td>>= 98.5% to 99%</td> <td>2%</td> </tr> <tr> <td>4</td> <td>>= 98% to 98.5%</td> <td>4%</td> </tr> <tr> <td>5</td> <td>>= 95% to 98%</td> <td>6%</td> </tr> <tr> <td>6</td> <td>>= 90% to 95%</td> <td>8%</td> </tr> <tr> <td>7</td> <td>< 90%</td> <td>10%</td> </tr> </tbody> </table> <p>Business to discuss this with them depending upon the scope of service & its relevant uptime & downtime.</p>	Sr. No	Uptime	Downtime Penalty	1	>= 99.5%	0%	2	>= 99% to < 99.501%	1%	3	>= 98.5% to 99%	2%	4	>= 98% to 98.5%	4%	5	>= 95% to 98%	6%	6	>= 90% to 95%	8%	7	< 90%	10%	No Change
Sr. No	Uptime	Downtime Penalty																												
1	>= 99.5%	0%																												
2	>= 99% to < 99.501%	1%																												
3	>= 98.5% to 99%	2%																												
4	>= 98% to 98.5%	4%																												
5	>= 95% to 98%	6%																												
6	>= 90% to 95%	8%																												
7	< 90%	10%																												

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

138	12	14. Termination	Legal	<p>Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request for Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further, bank may impose such restriction/s on the defaulting bidder as it deemed fit. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract. Notwithstanding above, Bank reserves the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part, without assigning any reason, by giving Service Provider at least 90 days prior notice in writing.</p>	<p>In case of termination of contract by the customer without any specific reason or for convenience, the customer would be liable to pay the exit charges. This shall cover all the losses that have been born by the Service Provider. Additionally, the RFP should contain certain conditions where the contractor could terminate the contract from their end. If the customer is terminating the contract, the specific reason should be provided by the customer along with a notice period for a minimum of 30 days.</p>	No Change
139	12	16. Dispute Resolution	Legal	<p>The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP. If the Bank project manager and Bidder</p>	<p>Different modes of resolution could be considered after coming onto a common conclusion by both the parties as to which particular mode of resolution they want to agree upon. It can be conciliation, negotiation, mediation or arbitration. The place of Arbitration</p>	No Change

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

				project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively. If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.	should be Mumbai and the courts jurisdiction should be Mumbai. And the Sole Arbitrator should be appointed Mutually by both the parties.	
140			General	ADDITIONAL (SLA PENALTY)	If there will be any deductions to the payment for failing to maintain the SLA uptime, then it should be capped at 10% or less of the order value.	No Change
141			General	ADDITIONAL (PERFORMANCE BANK GUARANTEE)	If there would be a requisite for submission of PBG, then RFP to contain a clause for Performance Bank Guarantee to be the threshold of 5% . Also, if there already is security deposit, then there must be no requirement for Performance bank Guarantee.	Bidder shall submit a Performance Bank Guarantee of value equal to 5% of the TCO with validity for entire contract period plus additional 3 months from any schedule commercial Bank in India other than Bank of Baroda.
142			General	ADDITIONAL	The RFP should state the Service Provider will have the right to suspend the services if there is any absence or delay in payment. Along with the suspension, the service Provider can even levy penal charges for the same.	Please refer to ATC document for more details regarding payment terms & termination clause.

Prebid Clarifications of the RFP / Bid for Selection of SMS Service Provider

143	NA	NA	RFP /scope	RFP	<p>SUB: Regarding Bulk push SMS tender floated by Mis BOB Bank With reference to above cited subject, It is learnt that Mis BOB has floated tender for Bulk push SMS and this tender is for all ISPs/TSPs and Aggregators. In recent time,it has been observed that Aggregators misusing the customer's header by phishing message to customers. After receiving the complaint, DOT has blacklisted many such Aggregators, but they come in the market with different Brand Names. In the interest of citizen at large and to maintain the level playing field, it is requested to kindly restrict the tender among TSPs only.</p>	Please refer addendum
-----	----	----	------------	-----	--	-----------------------



REQUEST FOR PROPOSAL (RFP) For Selection of SMS Service Providers

Bank of Baroda

Bid No.: GEM/2025/B/5816582

13th January 2025



[A] Important Dates:

Schedule of RFP		
A.1	RFP Issuance Date	13th January 2025
A.2	Pre-Bid Meeting details	<ul style="list-style-type: none">○ Pre bid meeting will be held online through Microsoft Teams on 17th January 2025○ Vendors can submit their pre-bid clarification / query to us through an email on rfp.it.procurement@bankofbaroda.com○ Vendor interested can join Prebid meeting directly by clicking on the link mentioned below: Microsoft Teams <u>Join the meeting now</u> Meeting ID: 426 916 277 528 Passcode: cc2zS7WZ
A.3	Last Date & Time for Submission of RFP response (Closing Date)	03 rd February 2025 at 03:00 PM (Online)
A.4	Opening of Eligibility cum Technical Bids	03 rd February 2025 at 03:30 PM (Online)
A.5	Opening of Indicative Commercial Bids	To be communicated later. Indicative commercial bids of only technically qualified bidders will be opened and invited for online Reverse Auction to be conducted on GeM portal.
A.6	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
A.7	Earnest Money Deposit	Rs. 2 Crore. MSE / Startups and others will be exempted from EMD submission as per Govt. of India and/or GeM guidelines.
A.8	Mode of Bid submission	Online on Government e Marketplace (GeM)
A.9	Support details of Online Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436
A.10	RFP Coordinator details (Bank)	Mr. Sanjay Yadav, Manager (IT), Contact No.: 022-6845-0836/0844 Email: rfp.it.procurement@bankofbaroda.co.in Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, 603-604, 6 th Floor, Kohinoor Square, Opp. Shiv Sena Bhavan, N.C. Kelkar Marg, Dadar (West), Mumbai – 400028.



[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 RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda
6. Support means Support & Services to be provided as part of the Scope of Work
7. MSP means Managed Service Provider of the Bank for Data Center
8. ATP means Acceptance Test Procedure
9. AMC means Annual Maintenance Contract
10. NPV mean Net Present Value
11. UAT means User Acceptance Test
12. DC Means Data Centre
13. DR Means Data Recovery Centre
14. Central Vigilance Commission (CVC)
15. One Time Cost (OTC)
16. Total Cost of Ownership (TCO)
17. EMD – Earnest Money Deposit
18. SLA means Service level Agreement
19. NDA means Non-Disclosure Agreement
20. BOM – Bill of Material
21. Bidder / Bidder, Bank shall be individually referred to as 'Party' and collectively as 'Parties'
22. DLT - Distributed Ledger Technology

Confidentiality:

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



Contents

1. Introduction	7
2. Project overview.....	7
3. Contract period	7
4. Pre-Qualification for Submission of Bid.....	8
5. Technical Proposal Attention Items.....	8
6. Audit.....	8
7. Bid Security (Earnest Money Deposit).....	9
8. Exemption for EMD amount	9
9. Preference to make in India initiative	10
10. Performance Bank Guarantee	10
11. Sub - Contracting	11
12. Service Level Agreement and Non-Disclosure Agreement.....	11
13. Compliance with Laws.....	11
14. Termination	12
15. Grievance Redressal.....	12
16. Dispute Resolution.....	12
17. Governing Laws	13
18. Prevention of Corrupt and Fraudulent Practices	13
19. Authorized Signatory	13
20. The bid submission by related parties	14
21. Right to Reject Bids	14
22. General Terms and conditions.....	15
23. Information/Cyber-Security Measures/Controls for selected SP:.....	21
24. Information Confidentiality.....	21
25. Indemnity	22
26. Confidentiality	23
27. Assignment	25
28. Information Ownership.....	25
29. Sensitive Information.....	25
30. Privacy and Security Safeguards.....	25
31. Force Majeure.....	25
32. Termination	26
33. Contract Review and Effect of Termination.....	27
34. Order / Contract Cancellation.....	28
35. Limitation of Liability	28



36. Visitorial Rights.....	29
37. Inspection of Records.....	29
38. Publicity.....	29
39. Solicitation of Employees.....	29
40. Notices and other Communication	30
41. Waiver	30
42. Violation of Terms.....	30
43. Cumulative Remedies.....	31
44. Severability.....	31
45. Disclaimer.....	31
Annexure 01 – Guidelines for submission details and E-tendering	32
Annexure 02 – Evaluation Terms.....	35
Annexure 03 – Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23 rd July 2020 issued by Ministry of finance department of expenditure.....	43
Annexure 04 – Bid Security (Earnest Money Deposit).....	47
Annexure 05 – Bid Security Form	49
Annexure 06 – Bid security Declaration for MSE/Startup	52
Annexure 07 – Undertaking from the Bidder.....	54
Annexure 08 – Pre-Bid Queries Form.....	56
Annexure 09 – Conformity Letter.....	57
Annexure 10 – Undertaking for Information Security.....	58
Annexure 11 – Project Details Scope of Work	59
Annexure 12 – Sizing Requirement	70
Annexure 13 – Service Levels.....	72
Annexure 14 – Undertaking for compliance with Scope of Work.....	74
Annexure 15 – Masked Commercial Bid.....	76
Annexure 16 – Commercial Bid.....	77
Annexure 17 – Performance Guarantee	78
Annexure 18 – Know Your Employee (KYE).....	82
Annexure 19 – Letter of Undertaking from Bidder on Compliance to RBI Master Direction on Outsourcing of IT Services RBI/2022-23/xx DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 Dated 23 rd June 2022	83
Annexure 20 – Declaration/ undertaking from bidder to comply with the Information and cyber security controls.....	84
Annexure 21 – Information/Cyber-Security Measures/Controls for selected Service Provider	85



Annexure 22 – Certificate of Local Content	86
Annexure 23 – Integrity Pact	87
Annexure 24 – SERVICE LEVEL AND NON-DISCLOSURE AGREEMENT FORMAT	92



1. Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8,200+ branches in India and 90+ branches/offices overseas including branches of our subsidiaries, distributed in 15+ 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 RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as 'Bidders', to participate in the competitive bidding for selection of SMS Service Providers.

2. Project overview

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda ("the Bank") to shortlist the bidders interested in providing SMS services.

The Bank, for this purpose, invites proposal from bidders who are interested in participating in this RFP who fulfil the eligibility criteria mentioned under Annexure 02 and are also able in a position to comply with the technical requirements as mentioned under Project Scope. Apart from the above, the vendor must also agree to all terms & conditions mentioned under this RFP.

The RFP document is not a 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 selected Bidders as identified by the Bank, after completion of the selection process as detailed in this document.

3. Contract period

The Contract with selected Service Provider will be for a period starting from date of the Purchase Order till 5 (Five) years from GO-Live Sign-off date given by Bank officials. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period. The selected service providers shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidders. There will be no price escalation during the contract period.

The contract with the successful vendor/s will be deemed completed only when all the items and contracted services by the Bank are provided in good condition, installed, implemented, tested, maintained and accepted along with the associated documentation provided to Bank personal as per the requirement of the contract executed between the Bank and the successful vendor/s.

The bank shall review the performance of the service providers every year. The review process may be limited to the existing vendors and/or if considered necessary, Bank may adopt open RFP / Tender process to select new Vendor(s). The Bank at its discretion can remove any of the service provider based on the review and feedback.



Bank has the discretion to discontinue the vendor services at any point of time during the contract period of five years.

4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in Annexure 11, may submit their bid through GeM Portal on or before the last date of bid submission.

Bids submitted by any other means other than bid submission in GeM Portal will not be accepted by the Bank. The detail guidelines for submission details and GeM mentioned in Annexure 01.

5. Technical Proposal Attention Items

- a) This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank’s rights to negotiate with any bidders, suppliers or contractors in Bank’s best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.
- b) Bank reserves the right to request additional information necessary and pertinent to the project to assure the bidder’s ability and qualification to perform the contract.
- c) Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
- d) For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the timeline mentioned in the “[A] Important Dates.
- e) For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; bidders should ensure and provide quality and industrial standard products / services to Bank.
- f) In case of any difference in the standards between this RFP and the bidders’ proposal, the higher standards shall prevail and be applicable.
- g) Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.
- h) Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank.

6. Audit

All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

Bank’s auditors would execute confidentiality agreement with the Service Provider/s provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.



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

7. Bid Security (Earnest Money Deposit)

Bidders are required to provide an earnest money deposit (EMD) of an amount as mentioned in "[A] Important Dates" at the time of submission of bid. The proof of the same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)" shall be paid through electronic mode or a Bank Guarantee (Annexure 05) of an equal amount issued by a Schedule Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

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

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

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

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

8. Exemption from EMD / Bid Security

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents



along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the period of 6 months. MSE/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption.

Since RFP is being floated on GeM Portal, Bid Security related exemptions as specified in clause 4, Section xiii, Sub-section 'm' of GeM GTC are applicable as the case may be.

9. Preference to make in India initiative

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

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

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

Ministry of Electronics & Information Technology (MEIT) vide their notification no. F.No.W-43/4/2019 -IPHW – MeitY /GOI/MeIT (IPHW Division) dated 7.09.2020 has notified list of products under the public procurement preference (Preference to Make - in- India) order 2017. Bidders are required to comply with this guidelines for preference to MII Products.

Bidders are required to comply with this guideline for Preference to MII Product and need to submit the Self- Declaration as format mentioned under Annexure II under the same notification (File No. 1(10)/2017- CLES dated 6.12.2019) regarding 'local supplier'. The said declaration needs to be submitted as part of eligibility criteria evaluation.

As part of every bidder evaluation requirement Bank will first evaluate the Bidders complying with preference to 'Make in India' initiative of Govt. of India. In case two or more than two bidders complying with preference to 'Make in India' initiative are found to be eligible then commercial bids of only those bidders will be opened. In case sufficient bidders complying with preference to 'Make in India' initiative are not found to be eligible, then commercial bids of all participating bidders as part of the requirement will be opened.

10. Performance Bank Guarantee

The successful Service Provider shall provide a Performance Bank Guarantee (PBG) within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format mentioned under Annexure 17 to the extent of 5% of the total order 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 schedule commercial Bank in India, other than Bank of Baroda.

In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.

The 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 bid security/ earnest money deposit taken from the bidder, will be forfeited.

11. Sub - Contracting

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

12. Service Level Agreement and Non-Disclosure Agreement

The selected service provider/s shall execute the Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) as per Annexure 24, which contained all the services and terms & conditions of the services to be extended as detailed herein.

The successful vendor/s shall execute the SLA and NDA as part of the rate contract and purchase order within 30 days from the date of Rate Contract / Purchase Order placed by the Bank.

All the expenses related to execution of the documents such as the applicable stamp duty and registration charges if any, shall be borne by the successful service providers as per article 63 Works Contract of Maharashtra Stamp Act.

13. Compliance with Laws

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also, the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.



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

14. Termination

Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.

At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request for Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further, bank may impose such restriction/s on the defaulting bidder as it deemed fit.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract.

Notwithstanding above, Bank reserves the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part, without assigning any reason, by giving Service Provider at least 90 days prior notice in writing.

15. Grievance Redressal

Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the Chief General Manager (IT) at cgm.it.bcc@bankofbaroda.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 RFP. All letters must be addressed to the following:

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

16. Dispute Resolution

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

If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.

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

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or



after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.

The seat and place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party.

17. Governing Laws

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

18. Prevention of Corrupt and Fraudulent Practices

Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:

- ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
- ▶ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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.

19. Authorized Signatory

The selected service provider/s shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected service provider/s 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.



20. The bid submission by related parties

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

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

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

21. Right to Reject Bids

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

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

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ▶ Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website and GEM only.



बैंक ऑफ़ बड़ोदा
Bank of Baroda



Debarment from bidding means (Refer 151 of GFR 2017):

A bidder shall be debarred if he has been convicted of an offence—

- a) Under the Prevention of Corruption Act, 1988; or
 - b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- I. A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
 - II. A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
 - III. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

22. General Terms and conditions

- 22.1. The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidders as identified by the Bank, after completion of the selection process as detailed in this document.
- 22.2. Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 22.3. For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) and no other person or organization.
- 22.4. Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 22.5. No Legal Relationship: No binding legal relationship will exist between any



- of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 22.6. Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 22.7. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- 22.8. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders unconditionally acknowledge by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 22.9. Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document
- 22.10. Only one submission of response to RFP by each Respondent will be permitted.
- 22.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 22.12. The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 22.13. Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 22.14. The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 22.15. All responses received after the due date/time would be considered late and would be liable to be rejected. Govt GeM portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 22.16. The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision-making body for contract clarification. All the queries and communication



- must be addressed to the RFP coordinators / contact persons from the Bank.
- 22.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 22.18. All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the RFP Coordinator. 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.
- 22.19. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 22.20. Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 22.21. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 22.22. Bidder should submit their Eligibility Cum Technical and Indicative Commercial bids through online GeM portal.
- 22.23. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 22.24. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 22.25. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 22.26. The bidders required to quote for all the components/services mentioned in the "Project scope" and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this



document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

- 22.27. Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the Bidder is liable to be rejected. The Bidder is expected to provide the best option and quote for the same.
- 22.28. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 22.29. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank's interpretation will be final.
- 22.30. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 22.31. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 22.32. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 22.33. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 22.34. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank



and accepted by the Bank in writing.

22.35. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

22.36. the bidder covenants and represents to the Bank the following:

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

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

- ✓ Will not violate or contravene any provision of its documents of incorporation;
- ✓ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- ✓ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

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

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

22.40. The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for



- any work performed in connection therewith.
- 22.41. The Bank reserves the right to extend the dates for submission of responses to this document.
- 22.42. Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 22.43. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 22.44. No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase
- 22.45. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 22.46. Price Discussion – It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder/s in discussions on the prices quoted.
- 22.47. If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 22.48. The Bidder shall perform its obligations under this Tender as an independent contractor and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the



Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

22.49. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

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

22.51. The Service Provider shall provide Police verification report of all the resources deployed (if any) on the Bank of Baroda project on the Bank's premises within 1 month from the date of on boarding on the project. For subsequent deployment of resources during the contract period, on boarding of the resource to be done preferably after police verification, however not later than 1 month from the date of on boarding.

23. Information/Cyber-Security Measures/Controls for selected SP:

The Bidder and third-party Service Provider (SP) need to provide an undertaking on their letter head as per Annexure 20 to comply with the Information and cyber security controls, on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

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

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

24. 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.

25. Indemnity

The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- ▶ Bank's authorized / bonafide use of the Deliverables and /or the Services provided by Bidder under this RFP; and/or
- ▶ An act or omission of the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or
- ▶ Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
- ▶ Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors
- ▶ Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under this RFP; and/or
- ▶ Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- ▶ Breach of confidentiality obligations of the Bidder contained in this RFP; and/or
- ▶ Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.

The service providers shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this RFP/RFQ infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:

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

However, (i) the Service provider/s has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software /



equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

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

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

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

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

26. Confidentiality

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

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



बैंक ऑफ़ बड़ौदा
Bank of Baroda



- c) Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of Confidential Information.
- d) Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.
- e) Service Provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- f) Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/ subcontractor or the like for the purpose of performing any of its obligations under the contract.

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

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure ;
 - iii. Was disclosed or parted with the prior consent of BOB;
 - iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.
- The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
 - In any dispute over whether information or matter is Proprietary or Confidential Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary or Confidential Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

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

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



27. Assignment

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

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

28. Information Ownership

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

29. Sensitive Information

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

Types of sensitive information that will be found on Bank's systems the Service Provider may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

30. Privacy and Security Safeguards

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

31. Force Majeure

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

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



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

If the duration of delay continues beyond a period of three months, the Bank and Service Provider shall hold consultations in an endeavor to find a solution to the problem.

32. Termination

Bank shall have the option to terminate this RFP and / 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. It is clarified that the Service Provider shall not terminate this RFP & the subsequent Agreement for convenience.

However, the Bank will be entitled to terminate this RFP and any subsequent agreement, if Service Provider breaches any of its obligations set forth in this RFP and any subsequent agreement and

- ▶ Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- ▶ if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank; or
- ▶ This Tender and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:
- ▶ The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- ▶ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- ▶ The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- ▶ The other Party becomes the subject of a court order for its winding up.

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Vendor for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of six (6) months. During this period, the Vendor shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.



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

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Vendor, within thirty (30) days of such termination or expiry, of the following:

- ▶ All the undisputed fees outstanding till the date of termination;
- ▶ the Reverse Transition Fees payable as per reverse transition plan; and
- ▶ Provided the Payment is made only after Reverse Transition Services are provided.

Upon the termination or expiry of this Tender and subsequent Agreement:

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

As part of Reverse Transition Services, Bank shall have the right, and Vendor shall not object to or interfere with such right, to contract directly with any Vendor's subcontractor.

33. Contract Review and Effect of Termination

The Bank desires to appoint the Service Provider for a total period of 5 years, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement would like to safeguard the interests of all the entities involved in the arrangement. Therefore, the Bank would like to have an option to revisit the arrangements and terms of contract as well as to re-price the same after the contract term on mutually agreed terms if necessary.

The Bank expects the benefits from any un-anticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the System Integrator and the Bank will cause cessation of services. Only by mutual consent the services can be withdrawn. This would include a well-defined reverse transition mechanism, which would normally require 3 to 6 months and will contain

- ▶ Procedures for transition and migrating to the new Service Provider
- ▶ Time frame for parallel run
- ▶ Skill transfer mechanism and in specific cases the human resources requirement



34. Order / Contract Cancellation

The Bank will provide the service provider with a remedy period of 30 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected service provider through a letter or mail correspondence. The 30 days period will commence from the day the Bank has sent such correspondence to the selected service provider.

The Bank reserves its right to cancel the order / contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone and it will be considered as a breach of obligations of service provider:

- ▶ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the selected service provider.
- ▶ Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- ▶ The amount of penalties has exceeded the overall cap of 10% of the yearly contract value in any year during the contract period.
- ▶ Failure of the vendor make good the situation within the remedy period
- ▶ The selected service provider commits a breach of any of the terms and conditions of the RFP / contract.
- ▶ The selected service provider becomes insolvent or goes into liquidation voluntarily or otherwise
- ▶ An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

In case of order / contract cancellation, any payments made by the Bank to the service provider would necessarily have to be returned to the Bank with interest @ 15% per annum from the date of each such payment. These payments to be returned would refer to those deliverables that will have to be reversed or redone post the termination of the vendor.

35. Limitation of Liability

Service Provider's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total order Value.

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

"Willful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful Misconduct does not include ordinary negligence, an error of judgment or mistake of a person.



“Gross Negligence” means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third-party software solution / hardware or modules supplied by Service Provider as part of procurement under the RFP.

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

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.

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

37. Inspection of Records

All vendor records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the vendor 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.

38. Publicity

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

39. Solicitation of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or



employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

40. Notices and other Communication

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

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

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

41. Waiver

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

42. Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at



law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

43. Cumulative Remedies

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

44. Severability

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

45. Disclaimer

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



Annexure 01 – Guidelines for submission details and E-tendering

Eligibility Bid to contain the following (All the documents should be digitally signed by authorized representative of bidder)

Section#	Section Heading	Performa Given
1.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Undertaking from the bidder (regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India)	Annexure 03
3.	Bid Security (Earnest Money Deposit) Letter	Annexure 04
4.	Bid Security Form (EMD in the form of Bank Guarantee)	Annexure 05
5.	Bid Security Declaration for Micro and Small Enterprises (MSE) / Start-ups	Annexure 06
6.	Letter of Undertaking from the bidder	Annexure 07
7.	Conformity Letter	Annexure 09
8.	Undertaking for Information Security	Annexure 10
9.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the Compliance of all technical requirements along with scope mentioned under Annexure 11
10.	Sizing Requirement	Annexure 12
11.	Undertaking for compliance with Scope of Work	Annexure 14
12.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document from authorized representative of bidder.	Bidder to provide
13.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
14.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)
15.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)	Annexure 15



Section#	Section Heading	Performa Given
16.	Know Your Employee (KYE)	Annexure 18
17.	Letter of Undertaking from Bidder on Compliance to RBI Master Direction on Outsourcing of IT Services	Annexure 19
18.	Declaration / undertaking for the compliance of Information & cyber security controls	Annexure 20
19.	Information/Cyber-Security Measures/Controls for selected Service Provider	Annexure 21
20.	Certificate for Local Content	Annexure 22
21.	Integrity pact (Bidder to submit duly Signed and Stamped /digitally signed Integrity Pact with Rs. 600 Non-Judicial stamp paper /eSBTR along with Bid)	Annexure 23
22.	Service Level and Non-Disclosure Agreement Format	Annexure 24

Commercial Bid should be strictly as per Commercial bid format (Annexure 16). Any commercial bid submitted not in conformity with Annexure 16 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.

1. General Instruction

1. Guidelines

1.1. Support Details for GeM Portal:

Support details of Online Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436
--	---

1.2. Downloading of Tender Document

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

Only those tenders shall be accepted for evaluation for which Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

1.3. Preparation & Submission of Bids

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

1.4. Do's and Don'ts for Bidder



- ▶ Registration process for new Bidders should be completed within first week of release of tender.
- ▶ The GeM Portal is open for uploading documents from the start of the bid submission date. Hence bidders are advised to start the process of uploading bid documents well in advance.
- ▶ Bidders must prepare for submission of their bid documents online well in advance as
 - The encrypt/upload process of soft copy of the bid documents large in number to the portal may take longer time depending upon bidder's infrastructure and connectivity.
 - To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the required documents -01- week in advance for timely online submission of bid.
- ▶ Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with GeM authorities well in advance.
- ▶ Bidder should not raise requests 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 GeM authorities.
- ▶ Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- ▶ Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.



Annexure 02 – Evaluation Terms

The competitive bids shall be submitted in two stages:

- Stage 1 - Eligibility Cum Technical Bid
- Stage 2 – Indicative Commercial Bid followed by Reverse Auction

The Indicative commercial bids submitted by the Bidders who are shortlisted in the eligibility and technical bid evaluation process will be opened and those Bidders will be invited to participate in the online Reverse Auction to be conducted on GeM portal.

A. Eligibility cum Technical Bid

Eligibility criterion for the bidders is mentioned in in table below - Eligibility Criteria Compliance to this document. The bidder would also need to provide supporting documents for eligibility proof. All dates if not specified to be applicable from the date of the RFP.

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 in India at least for the last 5 years.		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) within last 2 years from the RFP date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. OR The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure 3 and copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder)
4	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		Letter of confirmation (self-certified letter signed by authorized official of the bidder)



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		
5	The Bidder to provide an undertaking on his letter head that all the technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the bidder.		Letter of confirmation from bidder(self-certified letter)
6	Bidder needs to confirm that they are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time. Bidder also undertakes to inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives		Undertaking as per Annexure 07 (signed/Digitally signed documents from authorized representative of bidder)
7	(A) Bidder confirms that their entity is not funded by Bank of Baroda and hence no sacrifice from the Bank's side is involved OR (B) Bidder confirms that their entity is funded by Bank of Baroda and there is no sacrifice involved." OR (C) Bidder confirms that their entity is funded by Bank of Baroda and amount of sacrifice involved is Rs. _____"		Undertaking as per Annexure 07 (signed/Digitally signed documents from authorized representative of bidder))
B	Financial		



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
1	<p>The Bidder must have registered average annual turnover of Rs. 500 Crores (MSE / Startups – 50 Crores) or above from Indian Operations only during the last three completed financial years – FY 2021-22, 2022-23 & 2023-24* (Not inclusive of the turnover of associate companies).</p> <p>*If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.</p>		<p>Audited Financial statements for the financial years 2021-22, 2022-23 & 2023-24*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit after Tax and Net worth. The CA certificate in this regard should be without any riders or qualification.</p> <p>(Valid certification to claim MSE/Start-up exemptions)</p>
2	<p>The Bidder must be Net profit-making entity continuously for the last three years i.e. financial years – 2021-22, 2022-23 & 2023-24*</p> <p>OR</p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p> <p>*If financial statements for 2023-24 is unaudited, the bidder can submit audited financial statements of 2020-21, 2021-22 & 2022-23 along with letter of undertaking that FY 2023-24 statement is not audited.</p>		<p>Audited Financial statements for the financial years FY 2021-22, 2022-23 & 2023-24*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit after Tax and Net worth. The CA certificate in this regard should be without any riders or qualification.</p>
C	Experience & Support Infrastructure		
1	<p>The Bidder should have tie-up with at least 3 major Telecom service providers in India for SMS</p>		<p>Letter from Telecom Service Provider / agreement copy.</p> <p>And A self-certified letter also to be attached.</p>
2	<p>The Bidder should have provided SMS Services with average 4 Crore SMS's per day in at least one Public Sector / Private Sector Bank / BFSI in India or 5 Crore combined in two Public Sector / Private Sector Bank / BFSI in India during the last three</p>		<p>Purchase order / agreement copy / customer credentials.</p>



बैंक ऑफ़ बड़ौदा
Bank of Baroda



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
	years. The solution offered should be currently running successful.		
3	Should have provided multilingual (other than English) SMS facility in at least one Central/ State Govt./ PSU / public / private commercial sector banks in India during the last three years.		Purchase order / agreement copy / customer credentials.
4	Should have interfaced their system with Bank's delivery channel like ATM, Internet Banking etc. for real time delivery using industry standard protocol		Documentary Proof of order / contract copy / customer credentials A self-certified letter also to be attached
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

In case the bidding company/ firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process and Novation / Other Relevant Agreement is in place. In that case, Relevant Novation / Other Relevant Agreement need to be submitted.

A. Technical Bid Evaluation

Technical Proposal will be evaluated for technical suitability. Bidder shall submit technical proposal covering end to end solution architecture for SMS delivery, hardware sizing, telecom partner details, and stand by and backup arrangements, methodology and other technical details. Bidders need to submit the undertaking for compliance of technical requirements with Scope of Work. The criteria for evaluation of technical bids are as under:



#	Criteria	Evaluation Parameters	Maximum Marks
1	Presentation on the proposed solution by the Bidder Presentations should cover the following aspects: 1. Overall approach of the project execution and implementation methodology 2. Integration and architecture. Including hardware sizing and the Software requirement (including OS, Application/ Web / Database Server, Browsers, etc.) for their solution 3. Planning for completion of project Within the timeline. 4. Project management, team strength and training details	Robust Architecture and Scalability capabilities of the proposed solution as per the Scope of the Work	20
2	Experience as SMS aggregator (minimum 3 years' experience) (Documentary Proof - Purchase order / agreement copy / customer credentials)	>8 years- 10 Marks >5 to 8 years – 8 Marks 3 to 5 years- 5 Marks	10
3	Tie up with international telecom service providers. (Documentary Proof - Letter from Telecom Service Provider / agreement copy)	>5 year-10 Marks 2 to 5 years -5 Marks	10
4	Tie up with domestic telecom service providers. (Documentary Proof - Letter from Telecom Service Provider / agreement copy)	>5 year-10Marks 2 to 5 years -5Marks	10
5	Data Center certification where solution has hosted	Tier III -7 Marks	10
6	DLT (Need to submit registration certificate)	Registered with DLT as telemarketer	5
7	Client base (PSU/B&Fs/NBFC) (Documentary Proof - Purchase order / agreement copy / customer credentials)	>5 clients-15 Marks 5 clients – 10 Marks 4 clients – 7.5 Marks 3 clients – 5 Marks 2 clients – 2.5 Marks	15
8	Experience in handling per day SMS volume as a single entity/ service provider. (Need to submit certificate received from client)	>20 crore – 20 Marks >15 crore – 15 Marks >10 crore – 10 Marks > 5 crore- 5 Marks	20
TOTAL MARKS			100



The vendor needs to achieve a cut – off score of 80 marks in this evaluation stage to be qualified for the commercial opening. Only those bidders who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation.

Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary.

In case there is only one vendor having technical score of 80 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 80, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's technical requirement.

During evaluation of the Tender, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.

After evaluation of indicative commercial bids, the L1 bidder will be selected using Reverse Auction process as per GeM terms and conditions.

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

B. Commercial Bid Evaluation

- For finalization of the most competitive offer, the Bank will conduct 'Reverse auction' as per terms and conditions of GeM portal.
- The technically qualified bidders will participate in the Reverse auction process that will be conducted by GeM portal. Specific rules for this event viz. date and time, start price, bid decrement value, duration of event etc. shall be available in the GeM portal. The bidders should furnish indicative prices for the project in their Indicative Commercial Bid as per format mentioned under this RFP to facilitate finalizing the start bid for 'Reverse auction'.
- The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- Bidders should note that the indicative commercial bid is considered for the purpose of conducting Reverse auction process only. The successful bidder will be decided only later, on finalization of prices through Reverse auction.
- The successful at the end of the Reverse Auction process shall be required to submit the break-up of his Final price (last bid price) as per the RFP format within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeit of the EMD to Bank, which please be noted.



- 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.

C. Commercial Terms

- The commercial offer must not contradict the technical offer in any manner and here should be no hidden costs for items quoted.
- The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. Any deviations may lead to disqualification of the bid.
- The bidder is requested to quote in Indian Rupee (INR) only. Bids in currencies other than INR would not be considered. The Indicative Commercial Bid should be submitted online at the GeM portal.
- The Successful bidder should submit price break up as per the RFP format and must be firm for an acceptance period of 180 days after Reverse Auction.
- In case of any variation (upward or downward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of



बैंक ऑफ़ बड़ौदा
Bank of Baroda



any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.

- The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

D. Price Comparisons

- The successful bidder will be determined based on Evaluation Criteria as mentioned above.
- Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
 - ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies, GST etc. There will be no price escalation for during the contract period.
 - ▶ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
- The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.



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

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

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

Sir,

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

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

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

(Please strike off whichever is not applicable)

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



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

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

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

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

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

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

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

Please note:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. Bidders having Transfer of Technology (ToT) arrangement in sensitive technologies (as defined in point VIII) with an entity having beneficial ownership from land border sharing countries will also require mandatory approval of Competent Authority for participation in this bid.
- III. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain



contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

IV. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose *beneficial owner* is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

V. The *beneficial owner* for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VII. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.



VIII. For Bidders having Transfer of Technology (ToT) arrangement with entities having beneficial ownership in land border sharing countries; following seven technologies are considered as sensitive technologies:

1. Additive Manufacturing (e.g. 3D Printing)
2. Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
3. Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
4. Chemical Technologies
5. Biotechnologies including Genetic Engineering and Biological Technologies
6. Information and Communication Technologies
7. Software



Annexure 04 – Bid Security (Earnest Money Deposit)

(Bidders need to provide the Transaction Details of Bid Security (EMD) (in case paid through electronic mode)

To,

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

Sub: Request for Proposal for Selection of SMS Service Providers

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

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

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

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

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

Beneficiary Bank IFSC Code: BARB0BANEAS

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

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

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

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



A/C Name:

A/C No. (Company account details):

IFSC Code:

Bank Name:

Bank Address:

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

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 05 – Bid Security Form

(Pro forma for Bank Guarantee in lieu of EMD - Bidder need to provide the Bank Guarantee in following format in lieu of Bid Security Transaction)

To,

Date DD-MM-YYYY

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

Dear Sir,

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

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

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

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

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

1. We....., undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupeesonly) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand



pay to you such sum or sums not exceeding the sum of Rs.....(Rupees..... only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

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



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

For and on behalf of

Branch Manager

Seal & Address



Annexure 06 – Bid security Declaration for MSE/Startup

(For Micro and Small Enterprises (MSE) / Startups)

To,

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

Sir,

Sub: Request for Proposal for Selection of SMS Service Providers

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

2A. as per the tender / RFP no:floated for At para no: a Bid

Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that I am the authorized person ofto make the declaration for and on behalf of Letter of Authority for executing declaration is enclosed

Signed: (insert signature of person whose name and capacity are shown)



In the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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



Annexure 07 – Undertaking from the Bidder

To

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

Sir,

Sub: Request for Proposal for Selection of SMS Service Providers

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



receive.

9. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.
10. We confirm that we are not owned or controlled by any director, or key managerial personnel, or approver of the Bank, or their relatives. The terms 'control', 'director', 'key managerial personnel', and 'relative' have the same meaning as assigned under the Companies Act, 2013 and the Rules framed thereunder from time to time. We also undertake to inform the Bank in writing if any such occasion arises in future where such ownership or control is exercised by any director, or key managerial personnel, or approver of the Bank, or their relatives.
11. We confirm that our company is not funded by Bank of Baroda and hence no sacrifice from the Bank's side is involved.
(OR) We confirm that our company is funded by Bank of Baroda and there is no sacrifice involved.
(OR) We confirm that our company is funded by Bank of Baroda and amount of sacrifice involved is Rs. _____.
12. We confirm that background verification of all the resources to be deployed on the Bank of Baroda project / on the Bank's premises has been / will be carried out. Whenever required, we shall provide such report within 1 month from the date of on boarding the resources on the project. For subsequent deployment of resources during the contract period, on boarding of the resource to be done preferably after background verification, however not later than 1 month from the date of on boarding.

Dated this.....by202

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 08 – Pre-Bid Queries Form

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

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

Name of the Bidder:

Contact Person Name:

Tel No:

Email-ID:

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

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:



Annexure 09 – Conformity Letter

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

To

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

Sir,

Sub: Request for Proposal for Selection of SMS Service Providers

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 10 – Undertaking for Information Security

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

To,

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

Sir,

Sub: RFP for Request for Proposal for Selection of SMS Service Providers

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

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

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 11 – Project Details Scope of Work

1. 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 of 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 15 crore per day and monthly volume is 450 crores. The proposed solution should be capable of handling/ delivering SMS volume of 630 crores per month without any limitation or capping i.e. minimum 21 crore SMS per day and there should be no restriction for maximum capacity. These volumes are only estimated as per present projections (YOY growth). If existing growth continues, next YOY growth will be around 30 crores per day and 900 crores per month however Bank does not guarantee these volumes of business. SMS volumes growth attached as below

June-24	July-24	Aug-24
3,613,134,641	4,033,380,376	4,529,373,758

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. The Service Provider should support smooth migration from the existing SMS aggregator application. Currently around 93 interface applications are integrated with SMS Application. However, it can be extended to any other applications/interface in future as per the requirement of the Bank. The service provider should support porting of existing long code / short code / virtual mobile number (pull) /miss call number of Bank without any extra cost to Bank including recurring, installation cost as well as monthly recurring, usage charges and monthly/quarterly rent associated with VMN as per the current RFP.
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. Managing (addition/modification/deletion/verification) of whitelisted templates & future templates (Multilingual & English both) without any limitation and extra cost to bank
5. Change/upgrade/customize the infrastructure from time to time for ensuring the compliance to statutory, IS Audit, concurrent Audit, PCIDSS Audit, RBI, TRAI and IBA guidelines/Audit at no extra cost to the Banks
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.

Multilingual: The SMS service provider should be able to send SMS in multiple languages. Currently in 13 languages are approved by Bank. Those are English, Hindi, Gujarati, Marathi, Kannada, Telugu, Tamil, Malayalam, Urdu, Bengali, Oriya, Assamese and Punjabi. In case the bidder does not have this facility, the bank will allow the bidder to form a consortium with a third party to achieve the multilingual SMS service. However the bidder will be responsible for providing the service end to end as per SLA commitment. Bidder should also factor that, multilingual services will also be extended to the other services provided by the bank like core banking transactions or any other application. The bank may look into increasing the number of languages as and when the need arises.

11. Application Integration Requirement: Service provider should be able to 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.
- 12(a). VA/VAPT/IS Audit/Incident Audit/Concurrent Audit/RBI Audit/PCIDSS/any other audit observations or bug fixing/OS patching should be closed within 24 hours of publishing of critical and high category points. For medium and low category points should be close in within a week in consultation with the bank.
- 12(b). Service provider should ensure that all audit observations should be closed as stated in point no 12(a) without any extra cost to Bank.
- 12(c). The SMS solution API should be as per the Security Guidelines defined by Bank.
13. Currently Bank is having multiple VMNs for missed call services and SMS based Pull SMS Services. Service provider has to support all the VMNs on behalf of the bank. Service provider has to procure an additional VMN numbers as per the requirement of the Bank without any extra cost to Bank including procuring, installation, managing and monthly recurring charges, usage charges and monthly/quarterly rent associated with VMNs. Further the prompt troubleshooting should be available in real time for all VMNs managed by the service provider. The VMN numbers provided, should be procured from various major Telecom operators in India, as per Bank's requirement, to ensure high delivery rate of SMSs initiated from Customer's handset.
13. (a). SLA should be in place of all categories of SMSs pertains to transactional, service, promotional, VMN missed call service, VMN pull based services.
14. Traffic analyzer portal (user management & report panel) should be available for creation of users in which it should not have any limitation for user creation without any extra cost to bank. Traffic analyser portal has fetch all message delivery details such as transactional, service, VMN missed call, VMN pull service and bulk sms campaign logs and report needs to download.



- a. In Traffic analyzer (TA) portal, SMS data should be made available for previous 5 years at any point of time.
16. The messaging Platform must offer following categories of SMS services:
- Broadcast: This category of service must allow the Bank to send informational or promotional messages to all the customers. Some examples are change in the Interest rate, change in policy affecting customer, launch of new scheme and related activities
 - Schedule: This category of service must allow the Bank to send the message to its customers on a pre-defined schedule basis. Some examples are daily account balance, weekly delivery of account balance and related activities
 - Events: This category of services must allow SMS to be automatically sent to the customers when a certain event happens. Some examples are One Time Password, Balances below specified limit, Term Deposit maturity, loan EMI due date, payment receipt, any debit/credit transactions on the system and related activities
 - The solution offered should provide Push and Pull based SMS notification services using short and long code to the bank. For providing these services the offered solution should be seamlessly integrated with Finacle, Internet Banking application and other application deployed in Bank. The integration cost, wherever applicable, should be borne by the bidder.
 - The Services should include Missed Call Services and also portal services for promotional SMS. Bank is presently using various applications like M-banking and Missed Call Services to provide Pull SMS service to customer by receiving requests from them, permitting them to pull status of his/her service request by sending SMS in pre specified formats (For eg: SMS Codes such as BAL, MINSTMT, PROD, CUST, DEACT, ACT etc.).
 - Bank will share its application URL on which bidder will be required to forward all incoming queries. Bidder will share the desired format of pull SMSs with Bank.
 - The codes once allocated to Bank for accessing Pull Service (long code/short code/VMN) will be property of the Bank. In case of expiry of contract or termination of the contract due to any reason, the bidder has to surrender these codes to the Bank.
 - Should have the facility of online filtering of the DND numbers on real time basis.
 - The solution offered should have capabilities to send SMS to all GSM and CDMA handsets and on all telecom operators available in India and internationally, without any exception.
 - Delivery confirmation facility should be available and updated in the middleware application.
 - Service provider will facilitate MIS portal for SMS sent, VMN & Miss call facility. The MIS report should be customizable as per Bank's requirement. (timeline wise report, template wise reports, interface wise report, sender id wise report etc).
 - System should be able to generate automated SLA compliance report.



17. The solution should support encryption mechanism as per the regulatory mechanism and modified as and when reported for change. The solution should take care of the security gap by addressing the inherent limitations of message security. The solution should be secured and should take care of the following security vulnerability that is SMS spoofing, SMS Viruses, SMS Phishing, DOS Attacks and spamming, including Man in the middle attack

18. The brief description of SMS services that Bank is planning to avail is as under:

- a. Process and send SMS to fulfill any need related to SMS transactions using predefined rules
- b. Send and Process multilingual SMS to fulfill any need related to SMS transactions using predefined rules

19. It is the responsibility of the Bidder to change/upgrade/customize the infrastructure from time to time to ensure compliance to statutory, RBI, TRAI, PCIDSS, IBA guidelines or any other audits findings at no extra cost to the Banks Bidder to provide undertaking.

20. The solution should provide the option for source applications to send SMS either via web services (API) or through Database insert or any other mechanism desired by the bank. The specification for the same will be finalized in consultation with the bank, to ensure smooth transition from existing SMS Aggregator.

The solution will take care of processing such requests and send the SMSs using SMS aggregator APIs. The delivery APIs should also be part of same solution. The solution should be able to connect with both SMS aggregators (successful bidders) with capability to distribute SMS traffic as per required ratio.

22. Solution should support SMS delivery to both domestic & international mobile numbers with real time troubleshooting for any number

23. There should be an option on front end portal for adding / disabling / enabling any source application interface for sending SMS.

25. SMS Security: The SMS messaging has some extra security vulnerabilities due to its store-and forward feature, and the problem of fake SMS that can be conducted via the Internet. When a user is roaming, the SMS content passes through different networks and perhaps the Internet that exposes it to various vulnerabilities and attacks. The Service Provider is required to take care of the security issues:

- a. Confidentiality of the SMS sent or received - Only the valid communicating parties can view the SMS
- b. Integrity of the SMS Sent or received - SMS should not be tampered by the intruders. The system should be able to find out such alteration.
- c. Non-repudiation - no party can deny the receiving or transmitting the data communicating between them.

26. Bidder is required to provide protection against the following threats:

- a. Man-in-middle Attack
- b. Reply Attack



बैंक ऑफ़ बड़ौदा
Bank of Baroda



- c. Message Disclosure
- d. Spamming
- e. Denial of Service Attack
- f. SMS Phone Crashes
- g. SMS Viruses
- h. SMS Phishing
- i. OWASP threat

27. Delivery Status Update: System should be able to 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.

28. Delivery reports should contain all data like delivery time, destination number, originating number and other related data.

29. Sender Id masking / replacing should be available. The message should be delivered to correct mobile Number.

33. Aggregators should have multiple service providers for outbound messages.

30. The solution should provide suitable means such as website / portal / tool for generation of MIS reports and also for showing the current status of messages.

31. The Bidder should offer a retry mechanism for messages that cannot be delivered immediately.

32. Middleware application should be robust enough to handle 10k TPS. TPS of 5000 for submission and 5000 for DLR update. Application performance should not be impacted in terms of slowness, record pile up, delayed delivery during peak hours or with max TPS.

The SMS Middleware application hosted in Bank's domain should be scalable to meet the requirements of the Bank for the next 3 to 5 Years from the date of placing the Purchase Order.

33. The SMS middleware application which will be deployed in Bank's premise should be robust enough to handle any issues related to Infrastructure like Network / Servers / Database. Data loss / missing data is not acceptable under any circumstances.

3. All future applications should be integrated free of cost by successful bidder.

34. In future, as per Bank's requirement, Service provider should be able to integrate that system without compromising the Bank's security policy. Also, it is bidder's responsibility to suggest Bank for best possible / secure solution for same.

35. The proposed solution should have capability for web layering for integrating with external system as per requirement of the Bank.

36. Single monitoring portal for checking online status of all types of SMS delivery, miss call and MIS report.

37. For logging and tracking all the complaints raised by the Bank, single ticket should be maintained in online ticketing mechanism till the resolution of the issue.



38. System should support Voice OTP or any other upcoming technology related to SMS.

39. System should be able to generate and send SMS / Email alerts to bank's application monitoring team in case of any technical issue viz. Any component is down or any buffer piling up or any network issue or DB not available or app server down or any other issue which can be configured for auto alerts

40. Product should have menu driven facility for Purging and Archival of SMS data (Auto purging and auto archival should be implemented in SMS application to avoid the manual interventions)

41. Support for any upgrade activity pertaining to any hardware/OS/DB/middleware or any other infrastructure component at no extra cost with required modifications at the application/DB end.

42. Service provider has to maintain decide cost of the unique (Domestic or International) irrespective of any change in the cost price. Banks shall provide all necessary documentation in order to maintain compliance for the service provider as and when required.

44. Middleware application should be capable of handling Mobile Number validation based on the country code and country regulations.

45. If required Service Provider should be in a position to share the logs from any of the entities involved in SMS delivery i.e from Service provider's platform to end user handset including TELCOs for both Domestic and International Mobile Numbers.

45. Bank may ask any or both successful bidders to deploy the middleware solution in Bank DC/ DR environment to accept SMS traffic from different applications within Bank.

- The SMS requests can be received using web service/ API or using DB insert. The specification for the same will be finalised in consultation with the bank, to ensure smooth transition from existing SMS Aggregator.
- The solution will take care of processing such requests and send the SMSs using SMS aggregator APIs. The delivery APIs should also be part of same solution. The solution should be able to connect with both SMS aggregators (successful bidders) with capability to distribute SMS traffic as per required ratio.
- PII data should be encrypted while storing in DB, as per defined standards.
- The said solution should have Admin portal for managing the application configurations. Any changes in the configuration through admin portal should be done with maker-checker concept.
- OTP SMSs should be encrypted while storing in DB and mechanism should be provided on admin portal to see such SMS using maker-checker concept.
- Service provider should provide bulk sms portal for sending the messages on adhoc basis by various user business departments

46. Scope for admin portal, TA portal and Bulk SMS campaign Portal:

- Require SLA report in Admin portal on day and vendor wise.
- Require Maker-Check for all changes in admin portal.



- Audit trail should be present for the admin portal activities
- Bulk campaign detailed report should be available in service provider portal on campaign name wise at least for 6 months.
- SLA reports should be presents in bulk sms portal on day wise and campaign name wise.
- Two factor authentication is required for login to admin portal.
- Domain user authentication is required for admin login.
- Auto User validation – (Any user who has not logged in the portal during stipulated time(parameter), should be disabled in the system.
- Provision for uploading dump of templates / capturing Template details as per TRAI guidelines should be available in the admin portal.
- Provision for whitelisting of templates should be made available in TA portal with maker checker facility.
- A report with bifurcation of technical failures (Operator failures) / Business failures (Handset failures) along with error code and description shared by operator should be made available in TA portal. All error codes should be mapped with proper error description. Ambiguous error should not be populated at any point of time. For eg:'Unknown error'. Any new error from operator should be mapped to proper error description. The report should be reviewed periodically as and when there is a change in the error codes from TELCO/TRAI.
- Rejection report with rejection code and reason should be made available in TA portal.
- Reports as per the requirement of bank should made available in the admin portal / TA portal.
- Require Maker-Check for all changes in Bulk SMS campaign portal.
- Auto User validation in Bulk SMS portal – (Any user who has not logged in the portal during stipulated time(parameter), should be disabled in the system.
- Maker will initiate the campaign. On approval of Checker campaign should get processed. If checker is not initiating any action, campaign should be rejected within 24 hours automatically.
- Required MIS reports to be configured as per the requirement of the Bank in Admin portal / Bulk SMS portal.

47. There will be certain cases where bank has tied up with third parties for certain requirements and as part of customer journeys, such third parties are authorised by Bank to send SMS on Bank's behalf. The successful bidders should provide direct APIs to such thirds parties for sending SMSs. The bifurcation of delivery and SLA reports for such cases should be maintained separately and made available through an MIS portal.

48. Bank will procure and establish a MPLS / P2P leased line link between Bank DC & DR and SMS Aggregator's DC & DR. The SMS & DLR traffic will flow through the same link. Network Cabling and related charges required at SMS Aggregator's DC/DR end will be borne by them, for commissioning the link.

49. SMS Aggregators should provide an additional API at their platform level, for fetching SMS MIS data for given mobile numbers and time period. The said API will be consumed over dedicated link or over internet. The specifications of such API will



be finalised by the bank. Require data of at-least past 2 year and date range should be configurable.

50. Service provider able to do smooth support of DC-DR switchover/switchback as per Bank guidelines as and when required without any extra cost to the Bank.

51 .Bidder should arrange Consent registrations API and DLT portal from telecom service providers for registering templates and for registering & managing subscriber's consent for sending promotional and service explicit SMS. The cost of using such API/ DLT portal subscription / Renewal changes is to be borne by the L1 bidder.

52. Service provider has to declare the handset failures and operator failures as and when reviewed by operator. Based on the failure's bifurcation, SLA will be calculated as per the set terms and conditions.

53. Service provider should ensure compliance of advisories issued by any regulatory authority viz. CSITE / RBI / TRAI etc. and required changes should be done in the middleware application / RTM platform as per the guidelines / timelines issued by Any regulatory authority at no extra cost. Service provider should produce artifacts / document evidence / Certificate wherever required from competent authority who are part of DLT including TELCO/TRAI or any other information related to SMS standards.

Few such Advisories issued by TRAI are mentioned below.

- SEs shall engage only Registered Tele-Marketers (RTMs) and pre-declare the complete chain of Registered Tele-Marketers engaged by them to their respective Access Providers/Telecom Service Providers (TSPs). Bidder to provide certificate.
- SEs should ensure appropriate provisions in agreement with RMs so that Headers and Templates shared by them with all RTMs are not misused. Bidder to provide certificate.
- Whether all the messages to the recipients are traceable (where the chain of Telemarketers should be defined). Bidder to provide certificate.

All the above clauses are to be implemented without any extra cost to Bank. Smooth transition from existing SMS Aggregator to be ensured for all the changes.

In case of any issue at middle ware / platform / TELCO operator Bank reserves the right to route 100% SMS traffic to another vendor.

2. Split Order

- ▶ Bank intends to shortlist two service providers for its scope of work defined in this RFP.
- ▶ The Bank reserves the right to split the quantities/volume of SMS amongst L1 and L2 vendors in proportions of 60:40 provided L2 vendor is willing to match all the prices/rates (item wise) and other terms & condition of the RFP.
- ▶ In case L2 vendor is not willing to match L1 price, Bank will call L3 vendor then L4 vendors etc. in the sequential manner. In case no vendor i.e., L2, L3, L4 etc. match with the L1 price, Bank reserves right to award entire quantities / volume of SMS to L1 or otherwise.
- ▶ During the period of contract, in case of failure to meet the contract obligations by either L1 or L2 bidders, Bank reserves the right to route 100% SMS traffic to the performing vendor.



बैंक ऑफ़ बड़ोदा
Bank of Baroda



- ▶ Bidder/s will be responsible to provide software with capability to split traffic at no additional cost to the Bank. Bidder/s shall install same software at DR site also at no additional cost to the Bank.

3. Service Levels and Uptime Guarantee

For details, please refer to Annexure 13 that provides the service levels for Request for Proposal for Selection of Service Provider as SMS Aggregator.

4. Delivery

The SMS Aggregator services/ solution should be implemented as per project scope within a period of 4 weeks in totality from the date of placing purchase order.

Bidder will have to pay late delivery charges to the Bank @ 0.5% of the total contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery / implementation of SMS Aggregator services/ solution beyond due date of delivery / implementation, to a maximum of 5% of the total contract value inclusive of all taxes, duties, levies etc. If delay exceeds two weeks from due date of delivery / implementation or late delivery charges exceeds the maximum percentage of 5%, Bank reserves the right to cancel the entire order.

Any deliverable has not been supplied or not operational on account of which the implementation is delayed, will be deemed/treated as non-delivery thereby excluding the Bank from all payment obligations under the terms of this contract.

5. Payment Terms

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders must be in conformity with the payment terms mentioned herein. Any deviation from the payment terms mentioned would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities 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 Bidder in the price bid against such activity / item.

The method and conditions of payments to be made to the service provider shall be:

SMS Charges: The recurring expenses for outgoing messages will be paid in monthly arrears on actual number of SMSs delivered successfully within stipulated time at contractual rate.

Bidder needs to submit the detailed delivery report as per the Bank's requirements. Bank may seek the cumulative monthly traffic/delivery report signed from the concerned telecom operators whose network was used to deliver the messages.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. But any benefit arising out of any subsequent reduction in the prices after the prices are fixed and before the delivery should be passed on to the Bank. Payment will be released by IT Department, Mumbai as per above payment terms on submission of relevant documents.

The Bank will pay invoices within a period of 30 working days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the



selected bidder within 15 working days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 working days from the date the dispute stands resolved.

Any revision in charges of SMS will be as per following scenarios:

Scenario 1: Reduction in charges arising out of changes as per Gov. pricing policies, applicable for India.

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

Scenario 2: Increase in charges arising out of changes as per Gov. pricing policies.

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

6. Tools

The Bidder shall ensure that the tools used for the project do not infringe third party intellectual property rights. Bidder is the Prime Vendor for purposes of all deliverables and services, with the single-point responsibility for the same. Therefore, the Bidder should take responsibility for its actions.

7. Infrastructure

The Bidder needs to size the infrastructure (hardware, Operating System, Database and other related software) for the services/ solution based on the volume and the growth indicated in the Annexure 11 – Technical Requirement (Project Scope) 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 Bidder. However, the complete setup of the SMS aggregator shall be part of the scope of the Bidder.

As part of the technical proposal the Bidder needs to provide complete details for setting up SMS aggregator. The Bidder must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.

The Application & Database should be sized for Active- Active cluster at DC & Active-Active cluster at DRC so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

Bidder needs to accordingly provide as part of the technical solution the complete IT infrastructure details like Server, Operating System, Database, Storage Capacity and other related requirements. The details should include.



- 1) List of Operating Systems (OS) and Databases (DB) on which the solution is compatible along with licensing details of the OS and DB for the complete solution (Including installations and replication at DC and DR).
- 2) Details of redundancy and security setup
- 3) Application architecture along with a detailed diagram including the infrastructure setup.
- 4) Implementation procedure / road map.
- 5) Server and related infrastructure specification required as part of the solution implementation (for both UAT and production phase) along with the quantity to meet the Bank's redundancy requirement.

The Bidder is responsible for arriving at the sizing independently based on the volume and the growth indicated in the Annexure 11 – Technical Requirement (Project Scope). The Bank is not responsible for any assumption made by the Bidder with respect to the sizing. In the event the sizing proposed by the Bidder does not meet the performance / service levels of the Bank the Bidder will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the Bidder the required additional expenses which Bank may incur on account of such upgrades / replacements.



Annexure 12 – Sizing Requirement

The vendor needs to submit sizing requirement along with technical bid in following format (with only relevant information):

S. No.	Item	Specification Details	Quantity	Purpose
A. Hardware				
j. Server				
1				
2				
k. Storage				
1				
2				
l. Network Component				
1				
2				
m. Any Other Component				
1				
B. Appliance				
a.				
1				
2				
b.				
1				
2				
2				
C. Application				
a. Operating System				
1				
2				



b. Database				
1				
2				
c.				
1				
2				
D. Middleware				
d.				
1				
2				
e.				
1				
2				



Annexure 13 – Service Levels

The Service Provider shall have to guarantee a minimum uptime of 99.9%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.9% on 24x7x365. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage

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

Total Available Time – 24 hrs. per day for seven days a week excluding planned downtime

Unavailable Time - Time involved while the solution

Uptime Percentage	Penalty Details
A >= 99.9%	No Penalty
99.9% > A >=99.50%	2% of cost of monthly projected SMS (as per commercial bid) cost
99.50% > A >= 99%	5% of cost of monthly projected SMS (as per commercial bid) cost
A < 99%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly projected SMS (as per commercial bid) cost for every 0.1% lower than the stipulated uptime

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent payment. The SLA charges will be subject to an overall cap of 20% of the yearly projected SMS (as per commercial bid) cost and thereafter, Bank has the discretion to cancel the contract. If the successful bidder materially fails to meet an uptime of 99% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there are no pending invoices to be paid by the Bank to the successful bidder, the successful bidder 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.

Availability Service Level Default

- ▶ Availability Service Level will be measured on a monthly basis.
- ▶ A Service Level Default will occur when the successful bidder fails to meet Minimum uptime (99.9%), as measured on a monthly basis.

Details of Expected timeframe & expected delivery ratio:

Message Type	Expected Delivery Time per SMS	Expected Delivery Ratio for a day
OTP SMSs	0 - 10 sec	= 100%
Financial Transaction SMSs	0 - 30 sec	>= 98%



Promotional SMSs	0 - 5 min	>= 98%
Pull Services (including response handling & sending SMS)	0 - 45 sec	>= 98%
International SMSs	0 - 45 sec	>= 98%

Penalty on Message Delivery (Separate Calculation)

In case an SMS, as categorized in the above table, is delivered beyond the expected time mentioned against that type of SMS then the message will be treated under the undelivered category:

Level of DLR per day	SLA charges to be paid / levied by the Bank
$0 < A \leq 1$	5% of the total payout for the month for the specific SMS in the particular category
$1 < A \leq 2$	10% of the total payout for the month for the specific SMS in the particular category
$2 < A \leq 3$	20% of the total payout for the month for the specific SMS in the particular category
$3 < A \leq 4$	30% of the total payout for the month for the specific SMS in the particular category
$4 < A \leq 5$	40% of the total payout for the month for the specific SMS in the particular category
$A > 5$	50% of the total payout for the month for the specific SMS in the particular category

Please Note: Failures on account of Hand set related issues at the end user level will not be considered as part of SLA calculation.

For domestic/international territories SMS actual delivery should be based on the exact length of mobile number of respective territory (including country code). If any deviation in the mobile number length of a particular territory, then bank will not consider as actual delivery.

If there are more than 3 consecutive incidents with $A > 5$ then **Bank has the right to cancel the contract or deduct the whole month's SMS charge**

A = Expected Delivery Ratio % - Actual Delivery Ratio %

Penalty on SMS delivery support issues: Bidder shall ensure that all SMS delivery support issues reported by user / customers should be resolved as per the defined TAT. Any deviation (will be considered for each instance) in the expected TAT will attract penalty for each default. If there are more than 3 consecutive incidents in a month, Bank has the right to deduct the 2% of cost of monthly SMS changes.

Penalty on Data loss due to any issue at Middleware or SMS aggregator platform: (Separate Calculation)

In case of any Data loss, due to any issue at Middleware / Platform / TELCO issue, 5% of cost of monthly SMS changes will be deducted.



Annexure 14 – Undertaking for compliance with Scope of Work

To
Chief General Manager (IT)
Bank of Baroda,
Baroda Sun Tower
Bandra Kurla Complex,
Bandra (E), Mumbai 400028

Sir,

Sub: Request for Proposal for Selection of SMS Service Providers

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

We hereby undertake that we, _____ (Bidder's name) comply with all the requirements of the Bank as contained in the Annexure 11 - Scope of Work of the RFP and the related addendums.

We hereby submit/ specify the following details required for implementing the SMS Aggregator setup as per Bank's requirement:

S. No.	Specification	Specify details and reference page no. of technical document
1	Platform/ Application name of SMS Aggregator proposed at Banks's site	
2	Messaging Platform name at SMS Aggregator site	
3	Data Centre site hosting messaging platform of SMS Aggregator for SMS Delivery services (name and address)	
4	Disaster Recovery site hosting messaging platform of SMS Aggregator for SMS delivery services (name and address)	
5	End to end solution architecture for SMS delivery	
6	Hardware sizing	



7	Existing 3 Telecom partners (partner name and date of agreement)	
---	--	--

We confirm that our proposal meets the scope as per Bank's requirement and if any services required for the functioning of the solution, if not mentioned, will be provided at no additional cost to the Bank.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Service provider's Corporate Name

Address

Email and Phone #



Annexure 15 – Masked Commercial Bid

Amount In Rs.

SR	Particulars	Y1 Unit Rate	Indicative Txn for Y1	Total cost for Y1	Y2 Unit Rate	Indicative Txn for Y2	Total cost for Y2	Y3 Unit Rate	Indicative Txn for Y3	Total cost for Y3	Y4 Unit Rate	Indicative Txn for Y4	Total cost for Y4	Y5 Unit Rate	Indicative Txn for Y5	Total cost for Y5	Total Cost for 5 Yrs	GST Amount	TOTAL Amount Including GST
		(a)	(b)	(a X b)	(a)	(b)	(a X b)	(a)	(b)	(a X b)	(a)	(b)	(a X b)	(a)	(b)	(a X b)			
1	Domestic OTP SMS	0.0000	65,88,30,000	0.00	0.0000	72,47,10,000	0.00	0.0000	79,71,90,000	0.00	0.0000	87,69,00,000	0.00	0.0000	96,46,00,000	0.00	0.00	0.00	0.00
2	Domestic Financial Alert SMS	0.0000	56,86,51,40,000	0.00	0.0000	62,55,16,50,000	0.00	0.0000	68,80,68,20,000	0.00	0.0000	75,68,75,00,000	0.00	0.0000	83,25,62,50,000	0.00	0.00	0.00	0.00
3	Domestic Promotional SMS	0.0000	75,94,10,000	0.00	0.0000	83,53,60,000	0.00	0.0000	91,88,90,000	0.00	0.0000	1,01,07,80,000	0.00	0.0000	1,11,16,80,000	0.00	0.00	0.00	0.00
4	International Financial Alert SMS	0.0000	4,14,40,000	0.00	0.0000	4,55,80,000	0.00	0.0000	5,01,40,000	0.00	0.0000	5,51,50,000	0.00	0.0000	6,06,70,000	0.00	0.00	0.00	0.00
5	International OTP SMS	0.0000	33,60,000	0.00	0.0000	36,90,000	0.00	0.0000	40,60,000	0.00	0.0000	44,70,000	0.00	0.0000	49,20,000	0.00	0.00	0.00	0.00
Total Cost of Ownership (TCO) for 5 Years																	0.00	0.00	0.00

We abide by the following terms and conditions:

- The number of SMS are indicative (based on previous utilization and future projection). This is for the purpose of TCO calculation only, however actual number of SMS will vary as per Bank's requirement & usage. The payment will be released on an actual basis considering unit cost for SMS quoted under respective year.
- Onsite Support for the solution will be 24x7 in 3 shifts per day (One resource per shift) and charges to be included as part of the SMS.
- Any implementation / integration charges should be included as part of the SMS charges.
- All prices to be quoted in Indian Rupee (INR) only. The Bidder is expected to provide the GST amount in the commercial bids.
- Price Bid should comprise values only upto 4 decimal places. For the evaluation purpose, Bank will consider values only upto 4 decimal places for all calculations & ignore all figures beyond 4 decimal places. In case of discrepancy between figures and words, the amount in words shall prevail. The Bidder has to make sure all the arithmetical calculations are accurate, and Bank should not be held responsible for any incorrect calculations. However, for the purpose of calculation, Bank will take the corrected figures / cost. The Price Bid submitted with an adjustable quote will be treated as non-responsive and Bid will be rejected.
- Any extra components/ item/service if required for fulfilling the scope, the bidder is required to factor the same in above mentioned line items only. The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Bidder would need to provide the same without any additional charge. Bidder should make no changes to the quantity. If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- There shall be no escalation in prices during the currency of 5 years contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- Bidder must comply with the regulatory guidelines at no extra cost to the Bank.
- All the payments will be released as per the payment terms on submission of invoices along with all supporting documents duly stamped and signed by Project Managers of the successful bidder and Bank officials. Bank will deduct applicable TDS.
- Bank reserves the right to disqualify the Bidder in case of any deviation observed in the commercial Bid.
- We hereby undertake to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:



Annexure 16 – Commercial Bid

Amount in Rs.

SR	Particulars	Y1 Unit Rate	Indicative Tm for Y1	Total cost for Y1	Y2 Unit Rate	Indicative Tm for Y2	Total cost for Y2	Y3 Unit Rate	Indicative Tm for Y3	Total cost for Y3	Y4 Unit Rate	Indicative Tm for Y4	Total cost for Y4	Y5 Unit Rate	Indicative Tm for Y5	Total cost for Y5	Total Cost for 5 Yrs	GST Amount	TOTAL Amount including GST
		(a)	(b)	(a X b)	(a)	(b)	(a X b)	(a)	(b)	(a X b)	(a)	(b)	(a X b)	(a)	(b)	(a X b)			
1	Domestic OTP SMS	0.0000	65,88,30,000	0.00	0.0000	72,47,10,000	0.00	0.0000	79,71,90,000	0.00	0.0000	87,69,00,000	0.00	0.0000	96,46,00,000	0.00	0.00	0.00	0.00
2	Domestic Financial Alert SMS	0.0000	56,86,51,40,000	0.00	0.0000	62,55,16,50,000	0.00	0.0000	68,80,68,20,000	0.00	0.0000	75,68,75,00,000	0.00	0.0000	83,25,62,50,000	0.00	0.00	0.00	0.00
3	Domestic Promotional SMS	0.0000	75,94,10,000	0.00	0.0000	83,53,60,000	0.00	0.0000	91,88,90,000	0.00	0.0000	1,01,07,80,000	0.00	0.0000	1,11,18,60,000	0.00	0.00	0.00	0.00
4	International Financial Alert SMS	0.0000	4,14,40,000	0.00	0.0000	4,55,80,000	0.00	0.0000	5,01,40,000	0.00	0.0000	5,51,50,000	0.00	0.0000	6,06,70,000	0.00	0.00	0.00	0.00
5	International OTP SMS	0.0000	33,60,000	0.00	0.0000	36,90,000	0.00	0.0000	40,60,000	0.00	0.0000	44,70,000	0.00	0.0000	49,20,000	0.00	0.00	0.00	0.00
Total Cost of Ownership (TCO) for 5 Years																	0.00	0.00	0.00

We abide by the following terms and conditions:

- The number of SMS are indicative (based on previous utilization and future projection). This is for the purpose of TCO calculation only, however actual number of SMS will vary as per Bank's requirement & usage. The payment will be released on an actual basis considering unit cost for SMS quoted under respective year.
- Onsite Support for the solution will be 24x7 in 3 shifts per day (One resource per shift) and charges to be included as part of the SMS.
- Any implementation / integration charges should be included as part of the SMS charges.
- All prices to be quoted in Indian Rupee (INR) only. The Bidder is expected to provide the GST amount in the commercial bids.
- Price Bid should comprise values only upto 4 decimal places. For the evaluation purpose, Bank will consider values only upto 4 decimal places for all calculations & ignore all figures beyond 4 decimal places. In case of discrepancy between figures and words, the amount in words shall prevail. The Bidder has to make sure all the arithmetical calculations are accurate, and Bank should not be held responsible for any incorrect calculations. However, for the purpose of calculation, Bank will take the corrected figures / cost. The Price Bid submitted with an adjustable quote will be treated as non-responsive and Bid will be rejected.
- Any extra components/ item/service if required for fulfilling the scope, the bidder is required to factor the same in above mentioned line items only. The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Bidder would need to provide the same without any additional charge. Bidder should make no changes to the quantity. If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- There shall be no escalation in prices during the currency of 5 years contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- Bidder must comply with the regulatory guidelines at no extra cost to the Bank.
- All the payments will be released as per the payment terms on submission of invoices along with all supporting documents duly stamped and signed by Project Managers of the successful bidder and Bank officials. Bank will deduct applicable TDS.
- Bank reserves the right to disqualify the Bidder in case of any deviation observed in the commercial Bid.
- We hereby undertake to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:



Annexure 17 – Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

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

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

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

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

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

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

1. We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.-(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the



बैंक ऑफ़ बड़ोदा
Bank of Baroda



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

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



Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.

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

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



For and on behalf of

Branch Manager

Seal and Address

NOTE:

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

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

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

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



Annexure 18 – Know Your Employee (KYE)

(To be submitted by all Bidders on their letter head)

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

UNDERTAKING

We _____ (name of the company) hereby confirm that all the resource (both onsite and off-site) deployed/to be deployed on Bank's project for _____ (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

We further undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, educational document, etc.) to Bank before deploying officials in Bank premises for _____ (Name of the RFP)."

Signature of Competent Authority with company seal

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority _____

Date _____



Annexure 19 – Letter of Undertaking from Bidder on Compliance to RBI Master Direction on Outsourcing of IT Services RBI/2022-23/xx DoS.CO.CSITEG/SEC.xx/31.01.015/2022-23 Dated 23rd June 2022

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

To
Chief General Manager (IT)
Bank of Baroda,
Baroda Sun Tower
Bandra Kurla Complex,
Bandra (E), Mumbai 400028

Sir,

Sub: Request for Proposal for Selection of SMS Service Providers

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

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

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

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name:

Date:



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

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

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

Sir,

Sub: Request for Proposal for Selection of SMS Service Providers

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

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

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

We abide with all clauses mentioned in the Annexure 21 Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 21 – Information/Cyber-Security Measures/Controls for selected Service Provider

Re: Request for Proposal for Selection of SMS Service Providers

1. Incident Response and Management

- 1.1 SPs must have a mechanism/resources to take appropriate action in case of any cybersecurity incident. They must have written incident response procedures including the roles of staff/outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response.
- 1.2 SP's BCP/DR capabilities shall adequately and effectively support the SP's cyber resilience objectives and should be so designed to enable the SP to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.
- 1.3 SPs are responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/service providers. SPs shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, to inform the bank about any cybersecurity incident occurring in respect of the bank on timely basis to early mitigate the risk as well as to meet extant regulatory requirements.

2. IT Risk Management

- 2.1 The SP shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals.
- 2.2 The SP shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.
- 2.3 The SP shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



Annexure 22 – Certificate of Local Content

(Certificate to be submitted If relevant)

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

Sir,

Sub: Request for Proposal for Selection of SMS Service Providers

This is to certify that proposed _____ <details of services> is having the local content of _____ % as defined in the above-mentioned RFP.

This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder

Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.



Annexure 23 – Integrity Pact

PRE CONTRACT INTEGRITY PACT (TO BE STAMPED AS AN AGREEMENT)

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

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 /Bidder"

Preamble

BOB is a one of the nationalized PSU Banks having its presence through its _____ number of branches and _____ administrative offices throughout India and _____ overseas territories. BOB is committed to fair and transparent procedures 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) and / or 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 the rebeassubs



tantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiated is ciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Bidder(s)

- a. The Bidder(s) / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - b. The Bidder(s) / 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.
 - c. The Bidder(s) / 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.
 - d. The Bidder(s)/ Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / 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.
 - e. The Bidder(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) /Bidders(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) / Bidder(s). 6-7}
 - f. The Bidder(s) / 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.
 - g. Bidder(s) / 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.
3. The Bidder(s) / 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, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason (pages.8-17).

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 | Bidders | SubBidders

- (1) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.
- (2) The BOB will enter into agreements with identical conditions as this one with all Bidders and 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) / Bidder(s) /SubBidder(s)

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

Section 8 - Independent External Monitor

- (1) The BOB has appointed competent and credible Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Umesh Kumar (email id: umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi (email id sandeetripathi.ifs@gmail.com) the task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him



बैंक ऑफ़ बड़ोदा
Bank of Baroda



/ her to treat the information and documents of the Bidders/Bidders as confidential.

- (3) The Bidder(s) / 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-Bidders.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(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 - contract has been awarded. Any violation of the same would entailed is qualification of the 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 bidders and exclusion from future business dealings.

If any claims 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 the 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&OnbehalfoftheBOB)(For&OnbehalfofBidder/ Bidder)

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name&Address) _____

Witness2:

(Name&Address) _____



Annexure 24 – SERVICE LEVEL AND NON-DISCLOSURE AGREEMENT FORMAT

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

AND

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

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

WHEREAS

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8200+ branches in India and 90+ branches/ offices overseas including branches of our subsidiaries, distributed in 15 countries. Bank desires to select a Service Provider for ----- and had invited offers.

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

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

- I. Bank, BOB means ‘Bank of Baroda’
- II. ATP means Acceptance Test Procedure
- III. AMC means Annual Maintenance Contract
- IV. BFSI means Banking, Financial services and Insurance
- V. DC Means Data Centre
- VI. DR Means Data Recovery Centre
- VII. MSP means Managed Service Provider of the Bank.



- VIII. SLA means Service Level Agreement
- IX. Total Cost of Ownership (TCO)
- X. SPOC means Single Point of Contact

2. TERM

This Agreement shall come into force on _____ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 90 days as per the terms of this Agreement.

3. SCOPE OF SERVICE

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

4. STANDARDS

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

5. Code of Ethics

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

6. Contract Period

(Terms mentioned in the RFP)

7. DELIVERY

(Terms mentioned in the RFP)

8. Transportation and Insurance

(Terms mentioned in the RFP)

9. Pre-shipment Inspections

(Terms mentioned in the RFP)

10. Supply, Installation, Testing, Commissioning & Acceptance (SITC)

(Terms mentioned in the RFP)

11. Warranty

(Terms mentioned in the RFP)

12. DOCUMENTATION

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



13. SINGLE POINT OF CONTACT & DIRECT SUPPORT

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

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

14. PAYMENT TERMS

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

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

The Bank will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 30 days from the date the dispute stands resolved.

15. SET-OFF

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

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

16. COVENANTS OF THE SERVICE PROVIDER

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

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

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

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BANK be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

The Service Provider:



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



बैंक ऑफ बड़ौदा
Bank of Baroda



17. CONFIDENTIALITY

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

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

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

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

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

e. Service Provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

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

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

i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;

ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure ;

iii. Was disclosed or parted with the prior consent of Bank of Baroda;



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

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

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

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

18. INDEMNITY

The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

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

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



provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

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

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

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

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

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

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



19. PROPERTY RIGHTS

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

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

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

20. PERFORMANCE GUARANTEE

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

21. TERMINATION

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

Breaches any of its obligations set forth in this agreement and such breach is not cured within 30) Working Days after Bank gives written notice; or

- Failure by Service Provider to provide Bank, within 30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceeds more than 10% of the total contract price.

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

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;



बैंक ऑफ़ बड़ौदा
Bank of Baroda



- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 90 days prior notice in writing.

Effect of termination

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

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

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

Upon the termination or expiry of this Agreement:

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

22. CORPORATE AUTHORITY

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



बैंक ऑफ़ बड़ौदा
Bank of Baroda



23. LAW, JURISDICTION AND DISPUTE RESOLUTION

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

ARBITRATION

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

24. AUDIT

All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank,



which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

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

25. LIMITATION OF LIABILITY

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

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

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the Agreement.

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

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

All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

26. PUBLICITY

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



27. INDEPENDENT ARRANGEMENT

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

28. SUBCONTRACTING

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

29. ASSIGNMENT

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

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

30. NON – SOLICITATION

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

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

31. VICARIOUS LIABILITY

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if



any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

32. FORCE MAJEURE

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

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

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

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Service Provider shall hold consultations in an endeavor to find a solution to the problem.

SURVIVAL:

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

33. MISCELLANEOUS

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

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

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:



If to the Bank of Baroda:

The Chief Technical Officer

Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051

ATTN: Assistant General Manager (IT)

If to the

Address _____

ATTN: _____

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

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

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

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

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

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

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

Signed and Delivered by the within named



बैंक ऑफ़ बड़ौदा
Bank of Baroda



For Bank of Baroda

For

Name:

Name:

Designation:

Designation:

Witness 1 :

Witness 1 :

Witness 2 :

Witness 2 :
