



Request for Proposal for Digital Customer Acquisition on behalf of BOBCAPS using Contact-center Method

BOB CAPITAL MARKETS LIMITED

RFP Reference: RFP 2022 /01, Dated 01st August 2022

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	00:00 hours IST on 01 August 2022
2	RFP Coordinator Name	1. Mr. Prateen Mathur 2. Contact No. - 022-61389300 ext 409 3. Email: rfp@bobcaps.in Postal Address: BOB Capital Markets Ltd 1704, B Wing, 17th Floor Parinee Crescenzo, Plot No.C- 38/39, G Block Bandra Kurla Complex, Bandra East Mumbai 400051
3	Last date of submission of any queries and Last date for reporting any error, omissions or faults in the RFP document	5:00 PM on 09 th Aug 2022
4	Pre-bid Meeting date / venue	Pre bid meeting will be held online through Online Meeting Platform (i.e. Microsoft Teams or any other) on 5 th Aug'22
5	Last Date of Submission of RFP Response (Closing Date)	15:00 hours IST on 11 th Aug2022
6	Eligibility Cum Technical Bid Opening Date & Time	2:00 hours IST on 12th Aug2022. The eligibility cum technical bid opening will be held online through BOBCAPS's Online Meeting Platform (i.e. Microsoft Teams). Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting on rfp@bobcaps.in Email ID before RFP submission time is over. Meeting invite Link will be sent by BOBCAPS to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.
7	Commercial Bid	The commercial bids of only those Bidders who qualify in eligibility and technical evaluation will be

		opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
8	Application Money	Rs. 5,000/- (Rupees Five Thousand only) – Non-Refundable
9	Bid Security (Earnest Money Deposit)	Rs. 2,00,000/- (Rupees Two Lakhs Only) – Refundable

[B] Important Clarifications:

Following terms are used in the document interchangeably to mean:

1. BOBCAPS means BOB Capital Markets Limited
2. Bank, BOB means 'Bank of Baroda'
3. Recipient, Respondent, Vendor, Bidder, means the respondent to the RFP document
4. RFP means the Request for Proposal document
5. Proposal, Bid means "Response to the RFP Document"
6. Tender means RFP response documents prepared by the Bidder and submitted to BOBCAPS.

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. BOB Capital Markets Limited expects the Bidders or any person acting on behalf of the Bidders strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by BOBCAPS In the event that such a circumstance is brought to the notice of BOBCAPS. By downloading the document, the interested party is subject to confidentiality clauses.

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1. Introduction

1.1 Introduction and Disclaimer

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling BOB Capital Markets Limited (“BOBCAPS”) to select a Vendor for Supply, Implementation of Contact-Center for customer acquisition for Retail Broking Business. The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between BOBCAPS and any successful Bidder as identified by BOBCAPS, after completion of the selection process as detailed in this document.

1.2 Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with BOBCAPS in relation to the provision of services. Neither BOBCAPS nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither BOBCAPS nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

1.3 For Respondent Only

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) i.e. Government Organization / Public Sector Undertakings (PSU) / Limited Company or a partnership firm and no other person or organization.

1.4 Confidentiality

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

The Recipient will not disclose or discuss contents of RFP document with any officer, employee, consultant, director or other person associated or affiliated in any way with

BOBCAPS or any of its customers or suppliers without prior written consent of BOBCAPS.

1.5 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, BOBCAPS 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 BOBCAPS or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

1.6 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 BOBCAPS, will be borne entirely and exclusively by the Recipient / Respondent.

1.7 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and BOBCAPS until execution of a contractual agreement to the full satisfaction of BOBCAPS.

1.8 Recipient Obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

1.9 Evaluation of Offers

Each Recipient acknowledges and accepts that BOBCAPS 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.

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

acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

1.10 Errors and Omissions

Each Recipient should notify BOBCAPS of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications as specified in Section 2.6.

1.11 Standards

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

1.12 Acceptance of Terms

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

2. RFP Response terms

2.1 Lodgment of RFP Response

2.1.1 Application Money

Application Money as mentioned in “[A] Important Dates –Application Money” by way of NEFT/RTGS or Bankers Cheque / Demand Draft Favoring Bank of Baroda, payable at Mumbai, which is non-refundable, must be submitted separately along with RFP response. BOBCAPS may, at its discretion, reject any Bidder where application money has not been furnished with RFP response. Application Money can be deposited through RTGS / NEFT in the following account of Bank:

Bank Name	BANK OF BARODA
Branch Name	Bandra Kurla Complex Branch
Account No.	29040200000341
Account Name	BOB Capital Markets Ltd
IFSC CODE	BARB0BANEAS

2.1.2 RFP Closing Date

RFP Response should be received by the officials as indicated in “[A] Important Dates – Last Date of Submission of RFP Response (11th Aug 2022)” as per the details given in this Section.

2.2 Registration of RFP Response

Registration of RFP response will be affected by BOBCAPS by responding and submitting the response to the email id mentioned for BOBCAPS representative or RFP Coordinator for receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of BOBCAPS. The Recipient shall be deemed to have licensed, and granted all rights to, BOBCAPS to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.

2.3 Late RFP Policy

RFP responses received after the deadline for lodgment of RFPs may be registered

by BOBCAPS and may be considered and evaluated by the evaluation team at the absolute discretion of BOBCAPS. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that BOBCAPS has no obligation to accept or act on any reason for a late submitted response to RFP. BOBCAPS 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.

2.4 RFP Validity period

RFP responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the RFP opening date. BOBCAPS shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected Bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.

2.5 Contract period

The Contract with the selected Bidder will be valid for a period of 5 years/Untill Termination and can or will be extended upon successful completion or meeting of defined targets.

2.6 Requests for Information

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

All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. All queries / clarifications requested must be addressed in the format as per Annexure 06 – Comments Format only.

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

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

Respondents should invariably provide details of their email address(es) as responses

to queries will only be provided to the Respondent via email. If BOBCAPS in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then BOBCAPS reserves the right to communicate such response to all Respondents.

BOBCAPS 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.

2.7 Notification

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

2.8 Disqualification

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

2.9 Language of Tender

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

2.10 Formats of Bids

The Bidders should use the formats prescribed by BOBCAPS in the tender for submitting both technical and commercial bids.

BOBCAPS reserves the right to ascertain information from and other institutions to which the Bidders have rendered their services for execution of similar projects.

2.11 Timeframe

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

2.12 RFP Response Submission Details

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

- a) **“ELIGIBILITY CUM TECHNICAL BID FOR BOB Capital Markets Limited – RFP FOR Providing Customer acquisition via Contact-Center FOR RETAIL BROKING – TENDER REFERENCE NO. SUBMITTED BY ON AT MUMBAI, DUE DATE**

BIDDER DETAILS:

NAME, EMAIL ADDRESS, CONTACT NUMBER” on the top of the sub-envelope containing the eligibility cum technical bid. The envelope should also have the Application Money Demand Draft / Banker’s Cheque / NEFT or RTGS Confirmation as per 2.1.1 and as per 2.13. This sub-envelope should have hard copy and CD of Eligibility and Technical Bid Content.

- b) **“COMMERCIAL BID FOR BOB CAPITAL MARKETS LIMITED – RFP FOR Providing Customer acquisition via Contact-Center FOR RETAIL BROKING SUBMITTED BY ON AT MUMBAI, DUE DATE**” on the top of the sub-envelope containing the Commercial Bid. This sub-envelope should have the hard copy for Commercial Bid.

These two separate **sealed sub-envelopes** should be put together in another **sealed master envelope** super scribing **“BID FOR BOB CAPITAL MARKETS LIMITED – RFP FOR Providing Customer acquisition via Contact-Center FOR RETAIL BROKING - TENDER REFERENCE NO. SUBMITTED BY ON AT MUMBAI, DUE DATE**”

In case, Bidders are not able to submit bids in physical copies due to Covid-19 lockdown by Government, following process should be followed for bid submission:

1. The criteria for evaluation of bids will remain same.
2. Bidders will be required to submit their Eligibility and Technical bids with all documents as attachment on email.
3. Commercial bid will be emailed as a separate attachment, which will be password protected.
4. BOBCAPS will seek password of commercial bid on email from only those bidders who qualify on Eligibility and Technical grounds as mentioned in RFP.
5. Bidders are strictly advised not to share password for commercial bid along with submissions.
6. All bids should be e-mailed to RFP@BOBCAPS.

Eligibility Cum Technical Bid

- ▶ Annexure 01 – Eligibility & Technical Bid - Table of Contents (list of document enclosed)
- ▶ Covering letter certifying eligibility criteria compliance (Eligibility criteria as defined in Annexure 02)
- ▶ Annexure 02 - Duly filled up Eligibility Criteria Compliance. Supporting credential letters or copies of documentation from clients or purchase order copies certifying eligibility criteria compliance.
- ▶ Application Money, Bid Security money (Earnest Money deposit) and Bid Security Letter as per Annexure 03. The RFP response without accompanying the Demand Draft / Banker’s Cheque / NEFT or RTGS Confirmation / Bank Guarantee towards

Application Money / Bid Security are liable to be rejected

- ▶ Annexure 04 - Bid Security Undertaking (if Earnest Money deposit in the form of a bank guarantee)
- ▶ Annexure 05 - Undertaking from the Bidder
- ▶ Annexure 07 - Conformity with Hardcopy letter
- ▶ Annexure 08 - Conformity Letter
- ▶ Executive Technical Summary:
 - ▶ The Executive Summary should be limited to a maximum of five pages and should summarize the content of the response. The Executive Summary should initially provide: i) An overview of Bidder's organization and position with regards to Supply, Implementation and Maintenance of Solution ii) A summary of the Bidder's services related to the proposal that will be provided as a part of this procurement iii) Brief description of the unique qualifications of the Bidder iv) A summary on capabilities such as resources and past experience of providing such solution v) Response to the technical requirements in Annexure 11 explaining the technical specifications wherever required. Information provided in the Executive Summary is to be presented in a clear and concise manner.
- ▶ Technical Proposal: The proposal based on Technical requirement as per Annexure 11 should be submitted with pages properly numbered, each page signed and stamped. The Technical Proposal should be bound in such a way that the sections of the Proposal cannot be removed and separated easily.
- ▶ Copy of the tender document along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.
- ▶ Annexure 09 – Letter of Undertaking from OSD / OEM
- ▶ Annexure 10 – Undertaking on Information Security
- ▶ Annexure 15 – Commercial Bid (Masked)
- ▶ Annexure 17 – Integrity Pact
- ▶ One USB containing soft copy of the Annexures and the scanned copies of submitted credential letters / Purchase orders / supporting documents.

Commercial Bid

- ▶ Covering letter on submission of Commercial bid
- ▶ Annexure 15 - Commercial Bid
- ▶ Annexure 07 - Conformity with Hardcopy letter
- ▶ One USB containing soft copy of commercial bid should be provided.

IMPORTANT POINTS TO BE NOTED

- a) The sealed bid envelopes with sub-envelopes should be delivered to the RFP Coordinator at the postal address mentioned in point “[A] Important Dates – RFP

Coordinator Name, Contact Details BOBCAPS has established a RFP coordinator to provide a venue for managing Bidder relationship and other requirements through BOBCAPS's decision making body for clarification. All the queries and communication must be addressed to the RFP coordinator / contact personnel from BOBCAPS.

- b) The RFP response documents should be submitted to BOBCAPS in duplicate in paper copies i.e. two sets of envelope (One containing original and the other having the duplicate set). All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, original document will prevail.
- c) If any envelope is found to contain technical and commercial bid in a single sub-envelope or commercials are provided along with the technical bid, then that offer will be rejected outright.
- d) Proposal should be prepared in English in MS Word / Excel / PowerPoint format.
- e) All letters must be addressed to the following:
BOB Capital Markets Ltd
1704, B Wing, 17th Floor
Parinee Crescenzo,
Plot No.C- 38/39, G Block
Bandra Kurla Complex, Bandra East
Mumbai 400051.
- f) Only one submission of response to RFP by each Respondent will be permitted.
- g) All responses would be deemed to be irrevocable offers / proposals from the Respondent and may if accepted by BOBCAPS form part of the final contract between BOBCAPS and selected Respondent.
- h) The response should be organized and all the pages of the proposal including annexure and documentary proofs should be numbered and be signed by the authorized signatory.
- i) Unsigned responses would be treated as incomplete & are liable to be rejected.

2.13 Earnest Money Deposit

The Bidders will have to submit the Earnest Money Deposit (EMD – Bid Security) while submitting their bid at the rate stipulated by BOBCAPS in point “[A] Important Dates –Bid Security (Earnest Money Deposit)”. The earnest money deposit is required to protect BOBCAPS against the risk of Bidder's conduct.

The Earnest Money Deposit shall be denominated in the Indian Rupees only and has to be submitted by way of NEFT/RTGS OR Demand Draft / Banker's Cheque favoring “BOB Capital Markets Limited” payable at BKC, Mumbai or a Bank guarantee of an equal amount issued by a Commercial Bank located in India (other than Bank of Baroda), which is valid for 8 months, in form provided in the RFP (Annexure 04 - Bid Security Form). Any bid not secured in accordance with above will be rejected by BOB Capital Markets Limited as non-responsive.

The earnest money deposit of a Bidder may be forfeited or bank guarantee in lieu of EMD may be invoked by Bank if Bidder withdraws its bid during bid validity period.

EMD can be deposited through RTGS / NEFT in the following account of Bank.

Bank Name	BANK OF BARODA
Branch Name	Bandra Kurla Complex Branch
Account No.	29040200000341
Account Name	BOB Capital Markets Ltd.
IFSC CODE	BARB0BANEAS

Unsuccessful Bidder's - Earnest money deposit or bank guarantee will be returned by BOBCAPS within two weeks from closure of the RFP. No interest shall be paid on earnest money deposit to unsuccessful Bidders.

Successful Bidder – Earnest money deposit or bank guarantee will be discharged upon the Bidder furnishing the performance guarantee. The EMD of the successful Bidder may be forfeited or BOBCAPS guarantee in lieu of EMD may be invoked by BOBCAPS if the Bidder fails to furnish performance guarantee within 30 days from the date of BOBCAPS placing the order for any reason whatsoever and / or the Bidder refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.

MSEs (Micro and Small Enterprise (MSE)) are exempted from paying the application money and Earnest Money deposit amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender.

2.14 Commercial Bid

The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted. The prices quoted by the Bidders shall be all exclusiveexclusive, that is, exclusive of all taxes, duties, levies etc. except Goods & Service Tax. The Goods & Services tax would be paid by BOBCAPS at actuals.

The suggested format for submission of Commercial offer is mentioned in Annexure 15. BOBCAPS is not responsible for the arithmetical accuracy of the bid. The Bidders will have to ensure all calculations are accurate. BOBCAPS at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. BOBCAPS at a later date will not accept any plea of the Bidder or changes in the commercial offer for any such assumptions.

3. Project Details

Request for Proposal of Providing Customer acquisition via Contact-Center for the Retail Broking Business of BOBCAPS

3.1 Introduction and Project Overview

Bob capital Markets Limited (BOBCAPS) is 100 % subsidiary of Bank OF Baroda. Bank of Baroda is one of the largest public sector bank (PSU) in India with a branch network of over 8500+ branches in India and 80+ branches/offices overseas including branches of our subsidiaries.

BOBCAPS intends to select a bidder for **Providing Customer acquisition via Contact-Center** for Retail Broking

3.2 Purpose

BOBCAPS, which is a wholly-owned subsidiary of Bank of Baroda, is a body incorporated in the Republic of India as a public limited company under the Companies Act, 1956 with the Registrar of Companies, Maharashtra, Mumbai under CIN U65999MH1996GOI098009 and having its Registered and Corporate Office at 1704, B Wing, 17th Floor, Parinee Crescenzo, Plot No.C- 38/39, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051. Maharashtra (hereinafter referred to as the 'BOBCAPS' or 'the Company') which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this Request for Proposal document, hereinafter called RFP, to eligible bidders (hereafter referred to as 'Bidder(s)' or 'Respondent(s)' or 'Recipient(s)', to participate in the competitive bidding for **Providing Customer acquisition via Contact-Center**.

BOBCAPS, for these purposes, invites proposals from bidders. Bidders who are interested in participating in this RFP must fulfill the eligibility criteria mentioned under Annexure 2 – Eligibility Criteria Compliance, and also are in a position to comply with the technical specifications required for supply of the Retail Front Office Software Solutions as mentioned in Annexure 11 – Technical and Functional Details.

Apart from the above, the bidder must also agree to all the terms and conditions mentioned in this RFP.

BOBCAPS intends to implement of **Providing Customer acquisition via Contact-Center** which broadly offers the functionalities as detailed in Annexure 11 – Technical and Functional Details.

3.3 Project Scope

BOBCAPS will award the contract to the successful bidder with the following scope of work (detailed scope as per Annexure 4):

Providing Customer acquisition via Contact-Center of Retail Individual clients as per scope given in this RFP.

BOBCAPS retains the right to choose a vendor from out of bidders who have been declared successful in the selection process to supply the software(s) in respect of the Retail Front Office.

Bidder must complete the implementation and integration if any, of all requirements as per BOBCAPS' objectives and specifications, as mentioned in this RFP document

Bidder will be responsible to design and manage the Contact-Center and the Operations Manual as per industry's best practices, for **Providing Customer acquisition via their Contact-Center**

Bidder shall undertake to, from time to time, carry out implementation/operationalization including changes/ customization in service provided for customer acquisition for BOBCAPS with updates, releases, upgrades and all related functions based on input and information provided by BOBCAPS.

Bidder will be responsible to provide necessary documentation such as Project Plan, Operational Manual, etc.

BOBCAPS trainer will provide the training and also overview the quality of the tele-callers hired by the Contact-Center for BOBCAPS requirement. Contact-Center to have their own dedicated trainer for further process and product related training.

Hardware and other peripherals as required for the **Customer acquisition via Contact-Center** will be provided by BOBCAPS or selected Contact-Center can also procure the hardware/software on behalf of BOBCAPS and bill us as per actual (this may include any telephony cost that may be incurred for producing GSM Gateway & Calling charges). The bidder to install and implement the software as per the scope and the details of the specifications for installation purposes mentioned in the response document of RFP.

Bidders would be required to submit as part of their Technical Bid Documentation, details of hardware specifications that they would be requiring in case their application is selected as a successful bid after commercial bid evaluation.

3.3.1 Functional Principles:-

- Further details of scope of this RFP are mentioned in Annexures.

3.3.2 General Scope of Work:-

The selected service bidder is required to supply, implement of Solution for BOBCAPS's IT Infrastructure for a period of 5 years. Broad scope of work is provided below:

- Bidder should supply complete services in terms of Solution which includes implementation, integration, management, maintenance, support, audit compliance and knowledge transfer.
- Any software component required in connections with the work will be supplied and maintained by the bidder.
- Adherence to agreed Service Level Agreements (SLA) and monitoring and reporting of the same to BOBCAPS.
- The solution deployment should be compliant with BOBCAPS' IS, IT and Cyber policies, internal guidelines, regulatory requirements and country wide regulations and laws from time to time.
- The Proposed Solution should be in adherence to the guidelines provided in the SEBI cyber security policy.
- The proposed solution should have capability for block unauthorised database access, unauthorized activities and abnormal access requests, in real time.
- The proposed solution shall support remote access capabilities
- The proposed solution shall support role-based administration such as Administrator, Database Reader and Read-only access users.
- The contact center numbers should be provided to BOBCAPS along with the escalation matrix mentioning the contact person's name, number and designation in the company.
- The selected bidder has to supply, install and configure the software provided as per the timelines and SLA levels prescribed in the RFP.

3.4 Presentation and Demo of the Solutions

BOBCAPS may ask the bidder who qualified in Technical qualification, if required, Demo of the product / Solution. Project Timelines

Bidders are requested to keep the following timelines in regard to the implementation of solution:

- Complete installation, configuration and deployment of solution. This should be completed within 1 month of issuance of the purchase order or agreement or Letter of Intent(LOI) .

Log Retention

All Log (raw or normalized) data must remain available for BOBCAPS review and compliance management purpose.. Further Bidder must follow the best practices for all compliances related to data and its security. Bidder will be responsible to store logs in industry standard solution and format. Log retention period must be as mentioned the regulatory authorities or for a minimum of 5yrs.

Bidder must ensure that once logs are written to the disk / database no one including database / system administrator should be able to modify or delete stored raw logs.

Resource Allocation – All the staff deployed for the process will be managed and hired by Contact-Center, though BOBCAPS will be the final approval authority of the staff for the process.

3.5 Service Levels and Uptime Guarantee.

The Bidder is expected to complete the responsibilities that have been assigned as per implementation timelines. The Failure to meet the agreed timelines / Service levels will attract penalties.

The Bidder is required to adhere to the service level agreements as mentioned in **Annexure 12.**

4. Evaluation Process

A two bid system is adopted for selection of the vendor:

- ▶ Stage 1 –Eligibility Bid evaluation
- ▶ Stage 2 - Evaluation methodology for eligible bidders
 - Technical Bid Evaluation-(Technology setup and existing clients set)
 - Commercial Bid Evaluation
 - Weighted evaluation

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

4.1 Eligibility Bid

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in Annexure 02 – Eligibility Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof.

4.2 Evaluation Methodology for Eligible Bidder

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

- ▶ Technical Bid Evaluation-(Technology setup and existing clients set)
- ▶ Commercial Bid Evaluation
- ▶ Weighted evaluation

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

○ Technical Bid Evaluation

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

Criteria	Evaluation Parameters	Sub Scores
Number of implementations completed and in progress implementations for the proposed solution in India	Score will be awarded based on 1. End to end or Partial implementation 2. Quality of existing clients 3. Performance review 4. Post implementation service 5. Implementation time	10
Presentation cum Demonstration of the product	1. Bidder to provide presentation on the proposed solution and its implementation. 2.	10
Technical Criteria compliance as per Technical Specification ##	Review will be based on Technology CRM LMS Dialer & Integration Data Retrieve & Security Experience In Broking Existing client's and their relationship size and tenure If required, BOBCAPS may ask for POC	40
Scalability and Stability	Bidder has to provide it's Scalability capability with Hardware Sizing and Solution architecture.	20
Unique features and Scalability	Potential to increase the FTE Size	10
Market Survey	Feedback From Existing Clients	10
TOTAL MARKS		100

**** Copies of Work order / client reference to be provided. Credentials and other evaluation criteria will be computed as of RFP Date**

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Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. Even if the vendor meets the 70 marks cut-off and does not meet this criterion of 80% compliance in the product, the vendor would have deemed not to be meeting the RFP Technical requirements. Further BOBCAPS's officials would visit reference sites provided by Vendor if deemed necessary.

In case there is only one vendor having technical score of 80% or more, BOBCAPS 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 BOBCAPS, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, BOBCAPS 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 BOBCAPS’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 BOBCAPS’s functional and technical requirement.

The average technical score of each product will be consider for weighted evaluation.

○ **Commercial Bid Evaluation**

The vendor who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on a “Total Cost of Ownership” (‘TCO’) basis.

○ **Weighted Evaluation:**

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

As an example, the following procedure can be followed:

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

C stands for discounted rate arrived basis of commercial evaluation;

C_{low} stands for the lowest discounted rate arrived basis of commercial evaluation.

T stands for average of technical evaluation score of all the products and

X is equal to 0.30.

#	Bidder	Technical Evaluation Marks (T)	Commercials (C)	T 0.70 (A)	* [(C _{low} / C) x 100] x 0.30 (B)	Score (S = A +B)
1	AAA	75	120	52.5	25	77.5
2	BBB	80	100	56	30	86

3	CCC	90	110	63	27.3	90.3
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In the above example, C_{low} is 100.

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

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

The decision of BOBCAPS shall be final and binding on all the vendors to this document.

5. Terms & Conditions

5.1 General

5.1.1 General Terms

5.1.1.1 BOBCAPS expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.

5.1.1.2 BOBCAPS 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 BOBCAPS.

5.1.1.3 Unless agreed to specifically by BOBCAPS in writing for any changes to the tender document issued the Bidder responses would not be incorporated automatically in the tender document.

5.1.1.4 Unless expressly overridden by the specific agreement to be entered into between BOBCAPS and the Bidder, the tender document shall be the governing document for arrangement between BOBCAPS and the Bidder.

5.1.2 Rules for Responding to this RFP

5.1.2.1 All responses received after the due date / time as mentioned in “[A] Important Dates –Last Date of Submission of RFP Response (Closing Date)” would be considered late and would be liable to be rejected.

5.1.2.2 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 commercial bids

5.1.2.3 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and may be accepted by BOBCAPS to form part of final contract between BOBCAPS and the selected Bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned

responses would be treated as incomplete and are liable to be rejected.

- 5.1.2.4 The technical and commercial bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by BOBCAPS. In case, due to unavoidable circumstances, BOBCAPS does not award the contract within six months from the last date of the submission of the commercial bids, and there is a possibility to award the same within a short duration, the Bidder would have the choice to maintain the EMD or bank guarantee in lieu of EMD with BOBCAPS or to withdraw the bid and obtain the security provided.
- 5.1.2.5 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.
- 5.1.2.6 The Bidder may modify or withdraw its offer after submission, provided that, BOBCAPS, prior to the closing date and time, and receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
- 5.1.2.7 The Bidder is 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. BOBCAPS 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.
- 5.1.2.8 In case of discrepancy in soft copy and hard copy of the bids, the Bidders agree that BOBCAPS can consider hard copy as final and it will be binding on the Bidder. BOBCAPS in this case may also reject the offer outright.
- 5.1.2.9 Based on BOBCAPS’s requirements as listed in this document, the Bidder should identify the best-suited solution that would meet BOBCAPS’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.
- 5.1.2.10 Bidder must furnish requirements as per the formats provided in the RFP document.
- 5.1.2.11 In the event the Bidder has not quoted for any mandatory items as required by BOBCAPS 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 BOBCAPS.

- 5.1.2.12 In the event BOBCAPS has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However payment by BOBCAPS will be made at the lower price. BOBCAPS in this case may also reject the offer outright.
- 5.1.2.13 In the event optional prices are not quoted by the Bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating Bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost
- 5.1.2.14 BOBCAPS is not responsible for any assumptions or judgments made by the Bidder for proposing and implementing the solution. BOBCAPS's interpretation will be final.
- 5.1.2.15 BOBCAPS 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.
- 5.1.2.16 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 BOBCAPS. 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 BOBCAPS. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on BOBCAPS for the same.
- 5.1.2.17 The Bidder at no point in time can excuse themselves from any claims by BOBCAPS whatsoever for their deviations in confirming to the terms and conditions, payments schedules time frame for solution etc. as mentioned in the tender document circulated by BOBCAPS. Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the tender document.
- 5.1.2.18 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 BOBCAPS's discretion:
- a) Bids submitted by holding company and its subsidiary
 - b) Bids submitted by two or more companies having common director/s
 - c) Bids submitted by two or more partnership firms / LLPs having common partners
 - d) Bids submitted by two or more companies in the same group of promoters/management
 - e) Any other bid in the sole discretion of BOBCAPS is in the nature of multiple bids.

5.1.3 Price Bids

- 5.1.3.1 The Bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful Bidders post the completion of the technical evaluation
- 5.1.3.2 The prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- 5.1.3.3 The prices quoted by the Bidders shall be all exclusive, that is, exclusive of all taxes, duties, levies etc. except Goods & Service Tax. It is to be mentioned in actuals. The Goods & Services tax would be paid by BOBCAPS at actuals.
- 5.1.3.4 In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty 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/ excise, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like VAT, Goods & Service tax and any taxes introduced instead of Goods & Service tax, VAT and levies associated to Goods & Service Tax, VAT or any new taxes (other than excise, custom duties, other duties and associated government levies) introduced after the submission of Bidder's proposal shall be passed on or adjusted to BOBCAPS. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, BOBCAPS will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid the customs / excise duty, sales tax, if applicable, and or other applicable levies
- 5.1.3.5 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 Goods & Service Tax and if BOBCAPS 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, BOBCAPS 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, BOBCAPS shall adjust the amount out of the payments due to the Bidder from BOBCAPS along with the interest calculated at commercial rate
- 5.1.3.6 Terms of payment as indicated in the Purchase Contract that will be issued by BOBCAPS on the selected Bidder will be final and binding on the Bidder and no interest will be payable by BOBCAPS 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 BOBCAPS and that the Invoice would be governed by the terms contained in the Contract concluded between BOBCAPS and the Bidder". Bidder should ensure that the project should not suffer for any reason.

5.1.3.7 BOBCAPS will consider the Total Cost of Ownership (TCO) over a five years period. However the contract would be valid for a period of 3 years from the date of purchase, and any residual payment during that period would be adjusted on a prorate basis.

5.1.4 **Price Comparisons**

5.1.4.1 The Price offer shall be on a fixed price basis and should be exclusive of all taxes, duties, levies etc. except Goods & Service Tax. The Goods & Services tax would be paid by BOBCAPS at actuals. There will be no price escalation in the prices once the prices are fixed and agreed to by BOBCAPS and the Bidders during the course of the contract and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

5.1.4.2 The successful Bidder will be determined on the basis evaluation mentioned in Clause 4 above.

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

5.1.4.4 The rate quoted by the Bidder should necessarily include the following:

5.1.4.4.1 Prices quoted by the Bidder should be exclusive of all taxes, duties, levies etc. except Goods & Service Tax. The Goods & Services tax would be paid by BOBCAPS at actuals. The Bidder is expected to provide a breakup of the taxes indicated in the commercial bid format. The Bidder is expected to provide the tax types and tax percentage in the commercial bid (without amounts being submitted in the technical response).

5.1.4.5 The Bidder is expected to provide for services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.

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

5.2 **Bid Security and Performance Guarantee**

5.2.1 Bid Security / Earnest Money Deposit

5.2.1.1 Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates –Bid Security (Earnest Money Deposit)” by way of NEFT or RTGS / Demand Draft or Banker’s Cheque drawn on BKC Branch, Mumbai payable to “Bank of Baroda” or a Bank Guarantee of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India, valid for 8 months in the form provided in the RFP (Annexure 04 – Bid Security Form). The Demand Draft should be of a Commercial Bank only (other than Bank of Baroda) and will be accepted subject to the discretion of BOBCAPS.

5.2.1.2 Offers made without the Earnest money deposit will be rejected.

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

5.2.1.3.1 In case the Bidder withdraws the bid prior to validity period of the bid for any reason whatsoever;

5.2.1.3.2 In case the Bidder 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

5.3 Others

5.3.1 The solution will be deemed accepted only after successful implementation and closure sign-off from BOBCAPS’s identified Project Manager and vendor representative.

5.3.2 Responses to this RFP should not be construed as an obligation on the part of BOBCAPS to award a purchase contract for any services or combination of services. Failure of BOBCAPS to select a Bidder shall not result in any claim whatsoever against BOBCAPS. BOBCAPS reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

5.3.3 By submitting a proposal, the Bidder agrees to promptly contract with BOBCAPS for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with BOBCAPS will relieve BOBCAPS of any obligation to the Bidder, and a different Bidder may be selected based on the selection process.

5.3.4 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 Bidder is not willing to accept the terms and conditions of BOBCAPS, 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 BOBCAPS and accepted by BOBCAPS in writing

5.3.5 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to BOBCAPS, may constitute a material breach

of the Bidder's performance. In the event that BOBCAPS is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the Bidder then, that Bidder will be responsible for any re-procurement costs suffered by BOBCAPS. The liability in such an event could be limited to the differential excess amount spent by BOBCAPS for procuring similar deliverables and services.

- 5.3.6 The Bidder shall represent and acknowledge to BOBCAPS 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 solution to be supplied in response to this RFP shall meet the proposed Bidders 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 BOBCAPS. The Bidder also acknowledges that BOBCAPS 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, BOBCAPS expects the Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by BOBCAPS, shall form a part of the final contract.
- 5.3.7 The Bidder shall represent that the solution provided and/or use of the same by BOBCAPS shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to BOBCAPS shall contain a complete and accurate description of the solution and services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations permissions and approvals, which are statutorily required to be obtained by the Bidder for performance of the obligations of the Bidder. The Bidder further agrees to inform and assist BOBCAPS for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by BOBCAPS for availing services from the Bidder.
- 5.3.8 All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by BOBCAPS in writing to the Bidder. BOBCAPS shall not be responsible for any judgments made by the Bidder with respect to any aspect of the Service. The Bidder shall at no point be entitled to excuse themselves from any claims by BOBCAPS whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

- 5.3.9 BOBCAPS and the Bidder covenants and represents to the other Party the following:
- 5.3.9.1 It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- 5.3.9.2 It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- 5.3.10 Execution, delivery and performance under an Agreement by such Party:
- 5.3.10.1 Will not violate or contravene any provision of its documents of incorporation;
- 5.3.10.2 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;
- 5.3.10.3 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;
- 5.3.10.4 To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- 5.3.11 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.
- 5.3.12 It would be the responsibility of the Bidder to arrange / obtain necessary road permits or any other document for delivery of the material till BOBCAPS's premises. The Bidder shall arrange road permit for locations applicable at no extra cost to BOBCAPS.
- 5.3.13 BOBCAPS 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

5.3.14 BOBCAPS will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

5.4 Other RFP Requirements

5.4.1 This tender document may undergo change by either additions or deletions or modifications before the actual award of the contract by BOBCAPS. BOBCAPS also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. BOBCAPS will inform all Bidders about changes, if any.

5.4.2 BOBCAPS may revise any part of the tender document, by providing a written addendum at stage till the award of the contract. BOBCAPS 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 BOBCAPS's website only.

5.4.3 BOBCAPS reserves the right to extend the dates for submission of responses to this document.

5.4.4 Bidders shall have the opportunity to clarify doubts pertaining to the tender document in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to RFP Coordinator mentioned in “[A] Important Dates –RFP Coordinator”, and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on BOBCAPS's website in the form of addendum to tender document or through electronic mail; the preference for distribution would be with BOBCAPS. The Bidder, who posed the question, will remain anonymous.

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

5.4.6 Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, BOBCAPS may, at its discretion, ask some or all Bidders for clarification of their offer. BOBCAPS has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.

5.4.7 No Commitment to Accept Lowest bid or Any Tender – BOBCAPS 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. BOBCAPS reserves the right to make any changes in the terms and conditions of purchase. BOBCAPS 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

- 5.4.8 Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. BOBCAPS may treat the offers not adhering to these guidelines as unacceptable.
- 5.4.9 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. BOBCAPS reserves the right to do price discovery and engage the successful Bidder in discussions on the prices quoted.
- 5.4.10 Right to Alter– BOBCAPS reserves the right to alter the requirements specified in the Tender. BOBCAPS will inform all Bidders about changes, if any. The Bidder agrees that BOBCAPS has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities
- 5.4.11 Details of Sub-contracts, as applicable – If required by BOBCAPS, BIDDER’s should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the tender document irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
- 5.4.12 If BOBCAPS is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical 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 technical bid.
- 5.4.13 There will be an acceptance test by BOBCAPS or its nominated consultants after implementation of the solution. In case of discrepancy in solution implemented, BOBCAPS reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of BOBCAPS and / or its consultants.
- 5.4.14 Bidder shall indemnify, protect and save BOBCAPS against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1987 in respect of solution implemented by them in BOBCAPS from whatsoever source, provided BOBCAPS notifies the Bidder in writing as soon as practicable when BOBCAPS becomes aware of the claim. However, (i) the Bidder has sole control of the defense and all related settlement negotiations

(ii) BOBCAPS provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) BOBCAPS does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where BOBCAPS is required by any authority/regulator to make a comment/statement/representation.

5.4.15 The Bidder shall perform its obligations under this Tender as an independent contractor, and may engage subcontractors to perform any of the Deliverables or Services with prior permission from BOBCAPS. 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 BOBCAPS 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.

5.4.16 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 BOBCAPS, nor seek to be treated as employees of BOBCAPS for any purpose, including claims of entitlement to fringe benefits provided by BOBCAPS, 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.

5.5 Terms of Reference

5.5.1 Deliverables

The Solution must be implemented as per project scope within a period of 4 months in totality from the date of placing of purchase order by BOBCAPS. The solution as per the required scope needs to be rolled out as per the delivery timelines mentioned above.

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

Below are the deliverables,

(i) Implementation Phase

At the end of the implementation exercise, the solution provider should provide a comprehensive report with a detail of completed implementation work. The report will consist among other things the following:

- Design Document
- Fully installed well integrated customized and functioning solution

- Standard Operating Procedures - for alert management, incident management, report management, log storage and archiving, Business continuity. SOP should also cover configuration, deployments, backup and recovery procedures.
- Presentation of the working solution to the management and staff of BOBCAPS after completion of the implementation for review and feedback
- An executive summary report for Management of the implemented solution
- Installation, Configuration, User and Troubleshooting manuals
- Training

(ii) Training

Details of training are as under-

- BOBCAPS shall provide the first time training on it's product and service to the Contact-Center tele callers and other staff
- BOBCAPS shall also undertake train-the-trainer activity during first time training
- Provide hands-on training to BOBCAPS's personnel on all features and functionalities of the solution including operations
- Bidder shall provide comprehensive training manual, presentations, videos, lecture notes, hand-outs and other training documentation for all trainings.

5.5.2 Payment Terms

The Bidder must accept the payment terms proposed by BOBCAPS. The commercial bid submitted by the Bidders must be in conformity with the payment terms proposed by BOBCAPS. Any deviation from the proposed payment terms would not be accepted. BOBCAPS 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 BOBCAPS. If any of the items / activities as mentioned in the price bid is not taken up by BOBCAPS during the course of the assignment, BOBCAPS will not pay the professional fees quoted by the Bidder in the price bid against such activity / item.

The payment will be released for individual projects as follows:

a) Implementation Cost

- 100% of the implementation cost after successful implementation and payable against implementation signoff in the form of Implementation Report signed by both BOBCAPSs identified Project Manager & vendor representative.

6. General Terms and Conditions

6.1 Dispute Resolution

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

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

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

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at BOBCAPS's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings

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

6.2 Governing Laws

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

6.3 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.

6.4 Force Majeure

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

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

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

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

6.5 Assignment

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

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

6.6 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy

or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

6.7 Confidentiality

The Parties acknowledge that in the course of performing the obligations under this Tender and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information or data to a third party.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:

- ▶ Relates to the Disclosing Party; and
- ▶ is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- ▶ Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- ▶ Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by BOBCAPS with the Bidder.
- ▶ “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- ▶ Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to BOBCAPS’s data or data of BOBCAPS customers, including but not limited to BOBCAPS customers’ or BOBCAPS employees’ personal data or such other information as BOBCAPS is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- ▶ Nothing contained in this clause shall limit Bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the Bidder shall at no point use BOBCAPS’s confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this Tender and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated

in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Tender, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

If the Bidder hires another person to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this Tender and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Bidder is bound to maintain the confidentiality. The prior permission of BOBCAPS is mandatory for any assignment by Bidder to any other parties.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

- ▶ Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the hardware / software provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this Tender; or
- ▶ Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- ▶ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- ▶ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
- ▶ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors

and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.

- ▶ Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- ▶ The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
 - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
 - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
 - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
 - d) To the 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

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;
- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure

- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the Tender and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to BOBCAPS which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, Bidder may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to BOBCAPS's data or data of BOBCAPS customers, including but not limited to BOBCAPS customers' or BOBCAPS employees' personal data or such other information as BOBCAPS is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as 'Material Breach' for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and BOBCAPS.

6.8 Termination

BOBCAPS 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 Bidder at least 90 days prior notice in writing.

BOBCAPS will have the right to terminate the agreement in the event if the bidder fails to provide the requisite quality of the product and services envisaged in the RFP and subsequent agreement.

6.9 Publicity

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

6.10 Solicitation of Employees

Request for Proposal of Providing Customer acquisition via Contact-Center for the Retail Broking Business of BOBCAPS

The selected Bidder, during the term of the contract shall not without the express written consent of BOBCAPS, 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 BOBCAPS in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of BOBCAPS at any time to terminate his/ her relationship with BOBCAPS.

6.11 Inspection of Records

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

6.12 Visitorial Rights

BOBCAPS and its authorized representatives, including any regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by BOBCAPS is not misused. The Bidder shall cooperate with the authorized representative/s of BOBCAPS and shall provide all information/ documents required by BOBCAPS.

6.13 Compliance with Laws

Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify BOBCAPS about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect BOBCAPS and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so 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.

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate BOBCAPS and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all

consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and BOBCAPS will give notice of any such claim or demand of liability within reasonable time to the Bidder.

This indemnification is only a remedy for BOBCAPS. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

6.14 Order Cancellation

BOBCAPS will provide the selected Bidder a remedy period of 90 days to rectify a default or given situation. BOBCAPS will provide in writing the nature of the default to the selected Bidder through a letter or mail correspondence. The 90 days time period will commence from the day BOBCAPS has sent such correspondence to the selected Bidder.

BOBCAPS reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to BOBCAPS alone:

- ▶ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful Bidder.
- ▶ 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 5% of the total purchase order value exclusive of all taxes, duties, levies etc.
- ▶ Failure of the Bidder make good the situation within the remedy period
- ▶ The selected Bidder commits a breach of any of the terms and conditions of the RFP / contract.
- ▶ The selected Bidder 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 cancellation, any payments made by BOBCAPS to the Bidder would necessarily have to be returned to BOBCAPS 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 Bidder.

6.15 Indemnity

The Bidder shall indemnify BOBCAPS, and shall always keep indemnified and hold BOBCAPS, 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 BOBCAPS as a result of:

- ▶ BOBCAPS's authorized / bona fide 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 BOBCAPS; 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 Bidder shall at its own cost and expenses defend or settle at all point of time any claim against BOBCAPS that the Deliverables and Services delivered or provided under this RFP 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 BOBCAPS:

- ▶ notifies the Bidder in writing as soon as practicable when BOBCAPS becomes aware of the claim; and
- ▶ Cooperates with the Bidder in the defense and settlement of the claims.

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

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

- ▶ Software, hardware, interfacing, or supplies for the solution not approved by Bidder; or
- ▶ any change, not made by or on behalf of the Bidder, to some or all of the deliverables supplied by the Bidder 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 BOBCAPS 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 Bidder.

6.16 Corrupt and Fraudulent Practices

6.16.1 It is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- ▶ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of BOBCAPS 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 BOBCAPS of the benefits of free and open competition.

6.16.2 BOBCAPS 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.

6.16.3 BOBCAPS 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.

6.17 Violation of Terms

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

cumulative and are in addition to any other rights and remedies BOBCAPS may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

6.18 Authorized Signatory

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

6.19 Service Level Agreement and Non-Disclosure Agreement

The selected Bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by BOBCAPS and b) Non-Disclosure Agreement (NDA). The selected Bidder shall execute the SLA and NDA within two months from the date of acceptance of letter of appointment or as intimated by BOBCAPS.

6.20 Right to Reject Bids

BOBCAPS 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 BOBCAPS in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received 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.
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

6.21 Limitation of Liability

Bidder'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.

Bidder's liability in case of claims against BOBCAPS resulting from Willful Misconduct

or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

BOBCAPS 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 Bidder as part of procurement under the RFP.

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

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

6.22 Team Lead Interchange

Any Team Lead change during implementation of the project should be carried out only after mutual consent.

6.23 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 Group Chief Information Security Officer at rfp@bobcaps.in. It may please be noted that the grievance can be filed by only that Bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP.

7. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, BOBCAPS 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 BOBCAPS or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Annexure 01 - Bid - Table of Contents

Eligibility Cum Technical Bid to contain the following

Section #	Section Heading	Performa Given
1	Covering letter certifying eligibility criteria compliance	Bidder to provide
2	Eligibility criteria compliance with Bidder comments	Annexure 02
3	Credential letters / Purchase orders / Supporting documents	Bidder to provide
4	Application Money Demand Draft	Bidder to provide
5	Bid Security Letter	Annexure 03
6	Bid Security (Earnest Money Deposit) Or Bid Security Form (Earnest Money Deposit in the form of Bank Guarantee)	Bidder to provide DD / BC / NEFT or RTGS Confirmation Or Annexure 04
7	Undertaking Letter	Annexure 05
8	Conformity with Hard Copy	Annexure 07
9	Conformity Letter	Annexure 08
10	Contact Details of the Clients	Annexure 09
11	Undertaking of Information Security	Annexure 10
12	Executive Technical Summary	Bidder to provide
13	Copy of the tender document along with the addendums duly sealed and signed on all the pages of the document.	Bidder to provide
14	USB containing soft copy of the Annexures and the scanned copies of supporting documents.	Bidder to provide
15	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
16	A certified copy of 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 BOBCAPS.	Bidder to provide
17	Integrity Pact	Annexure 17

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

Commercial Bid envelope to contain the following

Section #	Section Heading	Performa Given
1	Covering letter on submission of Commercial Bid	Bidder to provide
2	Conformity with Hard Copy	Annexure 07
3	Commercial Bid	Annexure 15
4	USB containing soft copy of the commercial bids	Bidder to provide

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

Annexure 02 - Eligibility Criteria

Eligibility Criteria Compliance to be directly met by the bidder

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm /LLP/ private / public limited company in India.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) since till date.		Letter of confirmation from Bidder.
3	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in proposal submitted by Bidder.		Letter of confirmation from Bidder.
B	Litigations		
1	Bidder should not have any pending litigation issued against it by any Regulatory Institutions / Court of competent jurisdiction.		Letter of confirmation from Bidder.
2	Any material litigation against the bidder from any party should be disclosed.		Letter of confirmation from Bidder.
C	Technical		
1			
2			
D	Experience & Support Infrastructure		
1	The proposed bidder should have minimum 2yrs of BFSI/Broking experience		Documentary Proof of order / contract copy / customer credentials.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Required
2	Bidder should have direct support offices in Mumbai. Bidders should have technically qualified engineers who have expertise in support and installations of the proposed product.		Letter of confirmation.
2	Details of work experience of key personals delivering and managing the solution.		Letter of confirmation.

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

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 03 - Bid Security Letter

1. WHEREAS, (hereinafter referred to as "Bidder") has submitted its proposal and response dated.....(hereinafter referred to as "Bid") for the supply, installation & maintenance of all the requirements described in the Request for Proposal No. along with its amendments/annexures and other ancillary documents (hereinafter referred to as "RFP") as issued by BOBCAPS.
2. We having our registered office at(hereinafter called the 'BIDDER') are offering security deposit of Rs. _____/- (Rupees _____ only) vide [demand draft / pay order / issued by a scheduled/Commercial bank] bearing No._____ dated _____ [drawn on/ issued by] _____ (hereinafter referred to as "Bid Security") favoring 'BOBCAPS for consideration of the Bid of the above mentioned Bidder.
3. The Bidder specifically acknowledges and agrees that the Bidder has furnished his Bid on the understanding and condition that, if the Bidder:
 - a) Withdraws its Bid during the period of Bid validity specified by the Bidder on the Tender Documents or
 - b) Having been notified of the acceptance of its Bid by BOBCAPS during the period of validity: -
 - i. Fails or refuses to execute the contract form if required; or
 - ii. Fails or refuses to furnish the Security Deposit / Performance Guarantee, in accordance with the instruction to Bidders.

BOBCAPS has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.
- 4 The Bid Security shall be returned to unsuccessful Bidders within thirty (30) days from the date of the award of contract to a successful Bidder. The Bid Security shall be returned to the successful Bidder upon furnishing of Performance Security in accordance with the instructions of the Bidder.
- 5 The Bidder undertakes that it will not cancel the Bid Security referred to above till the Bidder is returned the Bid Security from BOBCAPS in accordance with the foregoing conditions.
- 6 The Bidder represents and warrants that the Bidder has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Bidder has taken all corporate, legal and other actions necessary or advisable to authorize the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Bidder to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Bidder under this Bid Security.



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

Place:

Date:

Seal and signature of the Bidder

Annexure 04 - Bid Security Form

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

To

The Managing Director,
BOB Capital Markets Ltd
1704, B Wing, 17th Floor
Parinee Crescenzo,
Plot No.C- 38/39, G Block
Bandra Kurla Complex, Bandra East
Mumbai 400051.

WHEREAS _____ (hereinafter called "the Bidder") has submitted its bid dated _____ (date of submission of bid) for providing _____ in response to Request for Proposal (RFP) No. _____ (hereinafter called "the Bid") issued by BOBCAPS.

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

THE CONDITIONS of this obligation are:

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

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

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

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to BOBCAPS or not; and

Request for Proposal of Providing Customer acquisition via Contact-Center for the Retail Broking Business of BOBCAPS

b) the total liability of Bank under this guarantee shall be limited to Rs._____/-(Rupees _____ only).

Place:

SEAL

Code No.

SIGNATURE.

NOTE:

1. VEDNOR 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 BANKS LOCATED IN MUMBAI.

Annexure 05 – Undertaking

To

The Managing Director,
BOB Capital Markets Ltd
1704, B Wing, 17th Floor
Parinee Crescenzo,
Plot No.C- 38/39, G Block
Bandra Kurla Complex, Bandra East
Mumbai 400051.

Sir,

Sub: RFP for Providing Customer acquisition via Contact-Center for the retail Broking Business

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by BOBCAPS any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
 - i. Name and Address of the Agent
 - ii. Amount and Currency in which Commission paid / payable
 - iii. Purpose of payment of Commission (If commission is not paid / not payable indicate the same here)
6. We agree that BOBCAPS is not bound to accept the lowest or any Bid BOBCAPS may receive.
7. We certify that we have provided all the information requested by BOBCAPS in the format requested for. We also understand that BOBCAPS has the exclusive right



to reject this offer in case BOBCAPS is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

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

Annexure 06 - Comments Format

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

Name of the Respondent:

Contact Person from Respondent in case of need.

Name :

Tel No:

Email ID:

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

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

Annexure 07 – Conformity with Hardcopy Letter

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

To

The Managing Director,
BOB Capital Markets Ltd
1704, B Wing, 17th Floor
Parinee Crescenzo,
Plot No.C- 38/39, G Block
Bandra Kurla Complex, Bandra East
Mumbai 400051.

Sir,

Sub: RFP for Providing Customer acquisition via Contact-Center FOR RETAIL BROKING

Further to our proposal dated, in response to the Request for Proposal (BOBCAPS's tender No. hereinafter referred to as "**RFP**") issued by BOB Capital Markets Limited ("**BOBCAPS**") we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 08 –Conformity Letter

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

To

The Managing Director,
BOB Capital Markets Ltd
1704, B Wing, 17th Floor
Parinee Crescenzo,
Plot No.C- 38/39, G Block
Bandra Kurla Complex, Bandra East
Mumbai 400051.

Sir,

Sub: RFP for Providing Customer acquisition via Contact-Center RETAIL BROKING

Further to our proposal dated, in response to the Request for Proposal (BOBCAPS's tender No. hereinafter referred to as "**RFP**") issued by BOB Capital Markets Limited ("**BOBCAPS**") 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 BOBCAPS shall form a valid and binding part of the aforesaid RFP document. BOBCAPS 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 BOBCAPS'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 09–Clients Contact details

Sr No	Name of the Organization	Contact Person	Email and Mobile No

Annexure 10–Undertaking of Information Security

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

To

The Managing Director
BOB Capital Markets Ltd
1704, B Wing, 17th Floor
Parinee Crescenzo,
Plot No.C- 38/39, G Block
Bandra Kurla Complex, Bandra East
Mumbai 400051.

Sir,

Sub: RFP for Providing Customer acquisition via Contact-Center FOR RETAIL BROKING 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)

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 11 - Technical Requirement

This annexure lists the technical requirements from BOBCAPS to fulfill its objective. It comprises of mandatory technical requirements and other technical requirements.

Mandatory technical requirements are must and if are not available in the proposed product, the bidder will be technically disqualified.

Compliance of the other technical requirements shall mean complete compliance and not partial compliance. Compliance of the other technical requirements should be explicitly mentioned by the bidder. One mark will be allocated on compliance of each specification as mentioned in other technical requirements section.

Mandatory Technical Requirements:

Sr. No.	Description / Specification	Bidder's Compliance (Yes/No)	Bidder's Remarks, if any
1	We need below technical expertise for the requirement Technology CRM LMS Dialer & Integration Data Retrieve & Security Experience In Broking		
2	Capability of the integrations, <ul style="list-style-type: none"> • Integration with SMS ,Email and Social Media Gateways • Open APIs for third Part Product integrations (Bidder should provide List of APIs) 		
3	Possibilities of expansion <ul style="list-style-type: none"> • To enable the expansion of FTE • To enable the technological expansion basis the FTE growth 		

Sr. No.	Description / Specification	Bidder's Compliance (Yes/No)	Bidder's Remarks, if any
4			
5			
5			
6			

Annexure 12 - Service Levels

Sr. No.	Service Area	Penalty
1	In case of target achievement is below 70% of the month, the Penalty clause will be invoked	10% of Monthly invoice amount
2	Delay in Implementation of the Solution as per the schedule	1% of Total Cost to Company
3		
4		
5		

Annexure 15 – Commercial Bid Format

Solution/ Service	Descriptions	Data Update As Per FTE				More then 300 seats
		One Time Cost	Upto 50 Seats	Upto 100 Seats	Upto 300 Seats	
Application Cost		x				
	Implementation cost		x	x	x	
	Managed Services Cost	x				
	Any other cost					
	Total (A)					
Integration and Customiza tion Cost			x	x	x	
	Customization Charges per Man-day Cost	x				
	Any other cost					
	Total (B)					
	Any other cost (C)					
	Grand Total (A + B+C)					

Software Licenses shall include solution along with underlying Operating System, interfaces, supporting software which will be provided by the Bidder to BOBCAPS.

Techno-Commercial evaluation shall be carried out based on the **Grand Total (Total A + Total B+C)** as mentioned in the commercial bid format.

Note:

1. For each of the above items provided the Bidder is required to provide the cost for every line item where the Bidder has considered the cost in BOM.
2. The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In absence of this, the Bidder would need to provide same without any charge. Bidder should make no changes to quantity.
3. If the cost for any line item is indicated as zero then it will be assumed by BOBCAPS that the said item is provided to BOBCAPS without any cost.
4. All Deliverables / Services to be provided as per requirements specified in RFP.
5. The cost needs to be include for all deliverables, services & requirements as mentioned in RFP
6. The Bidder has to make sure all the arithmetical calculations are accurate. BOBCAPS will not be held responsible for any incorrect calculations however for the purpose of calculation BOBCAPS will take the corrected figures / cost
7. All prices to be in Indian Rupee (INR) only
8. The prices quoted by the bidder shall be all exclusive of all taxes, duties, levies etc.. The Goods & Services tax would be paid by BOBCAPS at actuals.
9. Details of the Bill of material to be provided for HW, appliance, software and additional component if any proposed for the solution along with commercial bid.
10. Implementation Cost should include Implementation, Installation, configuration of Solution and other activities as defined in the scope of the RFP. The cost should also include training and other needs as detailed in the RFP.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Annexure 16 – Sizing for Solution

- The proposed solution must support retention of logs for a period of minimum 7 years or for the period defined by regulatory and other government guidelines i.e. solution should support logs storage and restoration. Logs must be pushed to Secondary storage / Syslog server / SAN storage / Back-up server provided by BOBCAPS for archival purpose.

Annexure 17 – Integrity Pact

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of _____ month, 20____, between, on one hand, BOB Capital Markets Ltd, Bandra Kurla Complex, Bandra East, Mumbai-400051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/item/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such

information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

- 2 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or

recommendation.

- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be closed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3 Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4 Earnest Money (Security Deposit)

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through

any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of BOBCAPS
- (ii) A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in RFP).

4.2 The Earnest Money/Security Deposit shall be valid upto a period of seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without knowledge of BIDDER) shall entitle BUYER to take all or any one of following actions, wherever required:-

5.1.1 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.2 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6 Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product / systems or subsystems / services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems / services was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price within a period of one year before and after bid submission date, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to

the BUYER, if the contract has already been concluded.

7 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.

8 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10 Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 3 years or complete execution of contract to satisfaction of both BUYER and BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from date of signing of contract.

10.1 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

