Request for Proposal
For

INTERACTIVE VOICE RESPONSE (IVR) SYSTEM

Version 1.0
Ref: HO:IT:AKJ: dated 20.08.2013
Sealed tenders are invited from the reputed and well experienced service providers or an authorized reseller/ selling agent/ distributor for:

**INTERACTIVE VOICE RESPONSE (IVR) SYSTEM**

The RFP includes following documents.

a) Part A: Standard Clauses and instructions for bidders  
b) Part B: Procedure for selection of successful bidder  
c) Part C: Bid proposals and Forms  
d) Part D: Terms of Reference  
e) Part E: Summary of Important Information

For above required solution i.e., Interactive Voice Response (IVR Solution), sealed bids in two separate sealed covers in two parts, i.e. Part – I (Technical Bid) and Part - II (Commercial Bid - Indicative Price) are invited up to 10th Sept 2013 by 1300 hrs. (last date of submission) to be submitted at the above address for integration, maintenance and support of a IVR solution for the Call Centre being set up by Bank of India.

Bids received after the stipulated time even on the Due date or incomplete in any respect are liable to be rejected.

The Technical Bid (Part – I) for both items will be opened on 11th Sept 2013 by 1300 hrs at the Information Technology Department (hereinafter “IT Dept.”) located at the above address.

Commercial Bid - Indicative Price (Part-II) will be opened on a subsequent date. Final commercial bid will be through online reverse auction which will be communicated separately only to the bidders in writing who have successfully qualified in Technical Bids. However, both the parts (I & II) have to be submitted together.

The acceptance of any bid or otherwise will rest with Bank of India which reserves the right to reject any or all the bids which do not fulfil all or any of the conditions and are incomplete in any respect without assigning any reason whatsoever.

**Section 1- General Instructions and Clauses**

1.1 Participation in this RFP process will mean that the bidder has accepted all clauses of this tender and subsequent modification(s) to this RFP, if, any.  
1.2 Bids which are not accompanied by a duly signed copy of these terms and conditions will not be entertained under any circumstances.  
1.3 The Bidder shall bear all costs associated with the preparation and submission of its bid and Bank of India will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between any of the Respondents and Bank of India until successful bidder is selected at the end of online reverse auction.
1.4 The Bidder is expected to study carefully all instructions, statements, forms, terms and specifications in this RFP or modifications or clarifications thereto, if, any. Failure to furnish all information required in bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid. While BOI has made considerable effort to ensure that accurate information is contained in this RFP, the information contained in this RFP is supplied solely as a guideline for Bidders. Furthermore, during the RFP process, BOI has disclosed or will disclose in the RFP or clarifications as applicable, available information relevant to the Work to the extent, detail, and accuracy allowed by prevailing circumstances. Subject to the provison in the previous sentence, BOI has used or will use its best judgment and assessment to fairly and reasonably represent the nature and scope of the Work in order for Bidders to submit viable Proposals. However, BOI shall not be deemed to give any guarantees or warranties of accuracy of any of the information in this RFP or any addenda, nor of its being comprehensive or exhaustive.

1.5 Participation in this Bid will imply that the Bidder has accepted all the terms and conditions and subsequent modifications, if, any, of this Bid document. As such the bidder will have to submit a forwarding letter with technical bid as given in this RFP.

1.6 All the communication with bidders will be done through the official mail-id headoffice.it@Bankindia.co.in or with the mail-id of contact person provided by the bidder in technical bid. BOI may also send communication by fax or letter or post such communications under “Tenders” section in BOI website www.bankofindia.co.in.

1.7 Any notice by one party to the other, pursuant to the bidding process / Contract shall be sent by fax/e-mail/letter and confirmed in writing to the address specified for that purpose in the Contract. All communications shall be addressed to “The Chief Information Officer, BANK of India, Information Technology Department, 8th floor, Star House, C-5, G Block, Bandra-Kurla Complex, Mumbai 400 051”

1.8 Non-refundable Bid processing fee of Rs. 10,000/- will have to be submitted along with the technical bid in the form of Demand Draft drawn in favour of Bank of India, payable at Mumbai, issued by a Nationalized/Scheduled Bank. Bidders need to pay only one bid processing fee under this RFP.

1.9 Arithmetical errors will be rectified on the following basis:
   1.9.1 If, there is a discrepancy between the total price quoted in the bid and the total price that is obtained by multiplying unit price and quantity, the unit price shall prevail. The total price will be corrected accordingly.
   1.9.2 If, there is discrepancy between amount in words and figures, amount in words will prevail.

1.10 Canvassing in any form in connection with Bids is strictly prohibited and Bids submitted by bidders who resort to canvassing are liable to be rejected.

1.11 No price variation/adjustment or any other escalation will be entertained after submission of bids.

1.12 Overwriting/correction in the commercial bid are not permitted and any such overwriting in commercial bid will lead to its rejection.

1.13 The bidder whose bid is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of bid, even though BOI may elect to modify / withdraw / cancel the RFP.
1.14 **Assignment**: - The Bidder shall not assign in whole or in part, the obligations to perform under the contract, except with BOI’s prior express consent.

1.15 **Dispute**: - In the event of any dispute or disagreement over the interpretation of any of the terms in this bid document or claim of liability the same shall be referred to a person to be nominated by BOI whose decision shall be final and binding upon both the parties. Such reference shall be deemed to be a submission to arbitration under the Arbitrations and Conciliation Act 1996. The venue of arbitration shall be Mumbai. Subject hereto the courts in Mumbai shall have exclusive jurisdiction to the exclusion of all other courts.

1.16 **Force Majeure**: -
  1.16.1 **Definition**: -
  a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
  b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
  c. Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

1.16.2 **No Breach of Contract**: - The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

1.16.3 **Measures to be Taken**: -
  a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
  b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible and in any case not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the “Bank of India”, shall either:
   i. demobilize; or
   ii. continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract
e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 1.15.

1.17 **Non Disclosure Agreement**: - The successful bidder will have to execute a NonDisclosure Agreement as per Annexure ‘F’ immediately after close of online reverse auction.

1.18 **Copyright Violations and Patent Rights**: -The Bidder shall undertake to indemnify Bank of India in respect of all claims arising out of violation of any Patents or Copyrights, for all Softwares supplied by the Bidder. The Bidder shall indemnify Bank of India against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Software package.

1.19 **Limitations of liability**: - Except in cases of criminal negligence or wilful misconduct and in case of infringement of intellectual property rights, both parties shall not be liable, whether in contract tort or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of supplier/vendor to pay liquidated damages to Bank of India and the aggregate liability of both the parties whether under the Contract, in tort or otherwise, shall not exceed the total Contract value with Bank of India under this Contract provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

1.20 **Pricing Committee meeting**: - Bank of India reserves the right to call the L1 vendor for price negotiations, if required. Notwithstanding the above, the decision of Bank of India shall be final and binding on the vendor. It shall be incumbent upon all vendors to keep all matters relating to the discussions between Bank of India and themselves, confidential. Bank of India reserves the right to re-negotiate the rates with the vendor.

1.21 **Rights reserved by BANK**:

   1.21.1 No consideration will be given to a bid received after the date and time stipulated by the Bank of India and no extension of time will be permitted for submission of Bids. However the Bank of India reserves the right to extend the last date and time for submission of the bids at its own discretion.

   1.21.2 If, at any future point of time, it is found that the bidder had made a statement which is factually incorrect, BANK will reserve the right to debar the bidder from bidding prospectively for a period to be decided by Bank of India and take any other action as may be deemed necessary.

   1.21.3 Bank of India reserves the right to accept or reject any or all Bids without assigning any reasons. Bids may be accepted or rejected in total or in any part thereof.
1.21.4 If, in view of Bank of India, it is found that a bid is not containing sufficient information to permit a thorough analysis, is liable to be rejected.

1.21.5 Bank of India reserves the right to verify the validity of bid information, and to reject any bid/quotation where the same appears to be incorrect, inaccurate or inappropriate in the Corporation’s estimation.

1.21.6 Bids not conforming to the requirements of the RFP may not be considered by Bank of India. However, Bank of India reserves the right, at any time, to waive any of the requirements of the RFP, if, in the sole discretion of the Bank of India, the best interests of Bank of India would be served. However, this will be done before opening of the commercial tender(s).

1.21.7 To Assist in Technical Evaluation, Bank of India reserves the right to call for any clarification from any/all bidder during the evaluation of the bids. Such clarifications should be submitted only in writing. However, no other correspondence on bids will be entertained.

1.21.8 Further, Bank of India shall have the right to cancel the RFP process at any time without assigning any reason, prior to finalization of award of the contract, without thereby incurring any liability to the affected bidder or bidders. Reasons for cancellation will be determined by Bank of India at its sole discretion.

1.21.9 The decision of Bank of India in all such matters will be final and binding on all bidders participating in this bid.

1.21.10 Bank of India may call for any additional information/document by way of clarification before the finalization of this tender process.

1.22 Evaluation criteria: - Evaluation of the responses to the RFP and subsequent selection of the successful bidder(s) will be done as per process and criterion mentioned in RFP and acceptance of information provided by bidder for the purpose of evaluation is entirely at the discretion of Bank of India and will be binding on the bidders. Its decision shall be final and no correspondence about the decision shall be entertained by the corporation.

1.23 Confidentiality: - The contents of this RFP and the supporting documentation are confidential to Bank of India and are provided solely for the purpose of response to the RFP.

1.24 Negligence: - If, the bidder neglects to execute Complete Application/Services including the installation of servers / infrastructure with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to him / request made to him in writing by Bank of India in connection with the Application/Services or shall contravene the provisions of General Terms and Conditions, Bank of India shall have the right to cancel the purchase order holding the bidder liable for the damages that Bank of India may sustain in this behalf. Thereafter Bank of India may make good the failure at the risk and cost of the bidder.

1.25 Disclaimer: - This RFP is not an offer by Bank of India, but an invitation to receive response from Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Bank of India with the Bidder.

1.26 The bidder shall comply with all statutory instructions / guidelines issued by any Governments (both State & Central ) or any other government authority/regulator from time to time and will hold BANK indemnified against any action / penalties imposed. The
solution should be capable of providing extracts from records as may be required by Bank of India or Law enforcement agencies.

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2 Part A - Section 2: - Instructions for Bidders: -

2.1 **Definitions:** - In this Tender document, the following terms shall be interpreted as indicated:

2.1.1 The term “Bank of India” means, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Star House, C-5, G Block, Bandra-Kurla Complex, Bandra East, Mumbai 400 051 (hereinafter referred to as “BANK” or “Bank of India”), which expression shall, unless repugnant to the context and meaning thereof, shall mean its successors, permitted assignees), represented by its designated official

2.1.2 The term “Bid” will mean this tender document.

2.1.3 The term “Contract” means the agreement signed by successful bidder and Bank of India at the conclusion of bidding process.

2.1.4 The term “Vendor” or “Bidder” means the firm or the company participating in this bid.

2.1.5 The term “TOTAL CONTRACT VALUE” means the grand total of Commercial bid after conclusion of online reverse auction and/or price negotiation if, applicable.

2.1.6 The term “Order/ Purchase Order (PO)” means the P O issued in favour of the successful Bidder(s).

2.1.7 The term “Service” (also called as “Solution” or “Project” in this RFP) means providing IVR Service for Call Centre of BOI by implementation of all the updated means, such as Hardware and Software, and also testing, maintenance, and carrying out other obligations, as elaborated in this document. And also the capacity of handling IVR solutions.

2.1.8 “Successful Bidder” or “L1 Bidder” means the bidder who is found to be the L1 (lowest) bidder after conclusion of online reverse auction subject to compliance of all conditions of this RFP.

2.1.9 The term “Letter of Intent” means the letter/fax/e-mail or any memorandum communicating to the successful bidder intimating his selection as successful bidder.

2.1.10 The term “Acceptance of Tender” means the letter/fax/e-mail or any memorandum communicating to Bank of India regarding Acceptance of Tender.

2.1.11 “Date of Acceptance of Tender” means the date on which “Acceptance of Tender” is communicated to Bank of India either through fax / e-mail/ letter.

2.1.12 Any communication with bidder will be deemed to be complete, if, the communication is sent through fax or email or Register post letter.

2.1.13 A registered corporate in India, means registered under the Companies act 1956, and should be registered under all other statutes, wherever necessary with the Central and / or state government or its instrumentalities.
2.2 **Brief Description of Solution**:

### 2.2.1 General Description

**Bank of India** intends to use an INTERACTIVE VOICE RESPONSE (IVR) SYSTEM to integrate with its Core Banking Solution and/or CRM of Bank of India and/or CRM provided by the bidder automating returning callers by driving them through the application process quicker and more efficiently. **Bidder** should propose an IVR that will have on demand information available to the callers by connecting to the CRM system of Bank of India / the CRM System provided by the Call Centre vendor. The Bank estimates that during 1st year of operation 4,000 calls per day, 2nd year of operation 10,000 calls per day and for 3rd year of operation 30,000 calls per day.

The objectives to be achieved by this Project are as follows:
- On demand information
- Integration with CRM of Bank of India and/or the CRM application of call centre vendor
- Integration with Core Banking Solution of Bank of India and other systems deployed at the Bank or at the different service providers like Debit Card Management System, Credit Card Management System, Depository Participant services from NSDL/CDSL, ATM switch for authenticating the Debit card number along with the PIN.
- Applications software
- Software License and Support
- Installation
- Maintenance
- Hardware needed for hosting the applications

### 2.2.2 General Requirements

Bidder shall provide services and systems in accordance with Central Govt. and state Govt. laws and regulations during the contract period.

Bidder shall provide a turnkey, full service operation to include, but not be limited to, staff, data storage, equipments, softwares, all servers. The Automatic Call Distributor (ACD) has been installed by the vendor of Call Centre( can we put specs of ACD???) . The vendor would be responsible to provide the connectivity to ACD and to the TPIN database, CRM application of call centre vendor (to CRM of the Bank as and when it comes up), to our CBS system, to the DCMS/CCMS applications, Depository Participant services provided by NSDL/CDSL. The PRI Lines & the Leased Line between Call centre and the CBS system have been installed. Vendor should have the capability to provide INTERACTIVE VOICE RESPONSE (IVR) SYSTEM on a 24x7 basis.

The bidder shall be responsible for all work performed by sub Vendors, if found necessary and deployed by the bidder.
The bidder shall provide the following types of INTERACTIVE VOICE RESPONSE (IVR) SYSTEM including but not limited to:

### 2.2.3 Key Criteria: IVR Function and Performance: BIDDER

IVR software shall perform all functions necessary to:
- Prompt callers to identify a language.
- Respond in the language of choice.
- Prompt the caller to select various touch-tones to guide the caller to an area of interest.
- Identify the caller by customer-id & TPIN or Debit Card authentication or any other method bank may choose now or in future.
- Speak the information obtained from the database
- Retrieve the appropriate information messages, voice prompt or system speech as required by the position of the caller in the application.
- Custom reporting utility.
- Wherever selected transfer the caller to a live operator.
- Flexible message recording – records informational messages, schedules activation/deletion in the future.
- Should have facility for Call Back Manager & Call Survey Manager
- IVR Tree would be decided by the Bank and the bidder has to abide by the wish of the Bank. The modifications/additions/deletions would be at the discretion of the Bank at no extra cost during the contract period including AMC period.

Bidder shall provide high quality voice recordings for the IVR system as follows:
- Information messages shall be reviewed and approved by Bank of India. These messages shall include but not be limited to procedures, requirements, and directions.
- Voice prompts. Messages that guide or instruct a caller in the actions to be taken to achieve a particular result.
- System speech. Dates, time numbers and so on.

### 2.2.4 IVR Operations

The Interactive Voice Response (IVR) system should perform the following functions and or possess the following qualities:
- On demand information to the callers'
- Connection to CRM of BOI and/or CRM system of call centre vendor.
- Connection to the CBS system of BOI.
- TPIN database for authentication of user
- Screen popups using CTI software
- Authentication using Debit card credentials.
- Software license/support
- All necessary operating, audiotex, voice prompts, communication, data base management and interface software for voice and data.
• Application(s) software, installation thereof, patch managements, maintenance of application(s) software.
• Installation including all normal wiring and cabling to a standard punch down block.
• IVR system must have capability to provide callers with specific options related to the callers’ queries. System must include flexible message recording that allows BOI to update messages at will on upcoming events or programs.
• IVR system must have outbound calling capability that can be made when specified by BOI.
• IVR system must provide standard reports specifying detailed information on calls. Vendor will also build custom reports and provide email notification on status of individual accounts if necessary. Users must have the ability to access standard reports from a remote PC.
• IVR system must also interface with 3rd party systems like Card Management Systems, Depository Participants database and any other requirement of BOI in future at no additional cost.
• Installation of the IVR shall include all necessary hardware, operating software, application software, interface software and cards, voice prompts (as directed by BOI), system speech, cables and connectors.
• IVR platform (hardware) must consist of a complete, turnkey installation. The integration with the Call Centre Vendors Automatic Call Distributor. The call centre vendor has following specifications

  At the call centre premises the ACD is on Avaya S 8730 with S 8800 as ESS. Our CM version is 5.2.1 and Call Centre would be migrating to version 6 shortly The Avaya CTI is AES 4.0 and call centre would be migrating to the next version shortly

The IVR platform and softwares should match the set up at the Call Centre vendor.

• Bidder shall provide interface programming and hardware to the data server. The IVR must poll the system for individual records, accept those records and speak the information to the caller. At the termination of the call, the IVR must log the transaction as described by BOI

2.2.5 System Requirements

To optimize speed and decrease costs for data transfer, the System must use commonly acceptable industry-wide compression protocols to transfer all data between the call center systems and the CRM systems and our CBS system. The system must provide a function that ensures that all data transferred between computer(s) and a remote location computer(s) is processed entirely with the proper security measures.

The bidder must provide information on the server(s) used for the centralized database, including the type of storage, provisions for controller redundancy, and mean times between failures of the processors and the disk subsystem. At a minimum, the centralized database should be able to continue operations if any single disk fails.

The system will support the archiving, retrieval with its graphic user interface, and purging of all appropriate data.
• If the INTERACTIVE VOICE RESPONSE (IVR) SYSTEM is compatible with
TTY service for the hearing impaired, it would be preferred.

• The INTERACTIVE VOICE RESPONSE (IVR) SYSTEM must prevent
duplication of customer records. The Vendor must describe how this will be
accomplished.

2.2.6 Performance Standards
The Vendor shall present itself to all customers as a unit of the Bank, not as a private
Vendor. The Vendor's role must not be apparent.

• The IVR must be capable of answering 99 percent (99%) of the calls if not
dropped in IVR.

• Calls are to be answered within two (2) rings.

• **Busy signals are not acceptable.**

• Vendor must evaluate monthly the sufficiency of the number of telephone lines
installed and provide a report to Bank and Call Centre Program Managers. As
call volumes increases. The Bank shall take a call to install additional lines
and/or equipment.

The Bank will monitor and review performance standards on a monthly basis. If any of
the performance standards are not met, the Bank will notify Vendor of the standard that
is not in compliance.
Vendor must be able to handle calls in at least two languages, English and Hindi.

2.2.7 Call Scripts. The Vendor shall develop all scripts to suit the needs of the Bank and
its call centre for the purpose of easy flow in IVR. The connectivity and integration with
different systems would be done by the bidder to the satisfaction of the Bank. The changes
/ additions / deletions during the contract period would be done by the vendor with no
additional cost.

2.3 Bidding process - The bidder will have to submit technical bid and commercial bid as per
conditions mentioned in sub-section 2.6, 2.7 and 2.8 below.

2.4 Two Stage Bidding Process: -

2.4.1 The response to the present tender is to be submitted by way of Two Stage Bidding
Process. The Technical bid/ Commercial bid (Indicative Price) with the relevant
information/ documents/ acceptance of all terms and conditions strictly as
described in this RFP will have to be submitted.
2.4.2 Technical bids will be opened first on the date and time stipulated in summary of important information in this RFP document. Bidders conforming to each criterion given in both part-I and II will be technically qualified and commercial bids of only these bidders will be opened. The date and time of opening of commercial bids and date of online reverse auction will be conveyed to technically qualified bidders separately.

2.4.3 The commercial bids of the Bidders who do not conform to minimum eligibility criterion will not be opened.

2.4.4 If, short-listed, the Bidder should be willing to participate in the online reverse auction to be conducted by Bank of India’s authorized service provider on behalf of the Bank of India. Short listed Bidders will be trained by Bank of India’s authorized service provider for this purpose, and they should also be willing to abide by the E-business rules for reverse auction framed by Bank of India.

2.5 Pre-bid meeting:

2.5.1 A Pre-bid meeting will be held with all the interested bidders on 2nd Sept 2013 at 1600 hrs. at the address given in the summary of important information.

2.5.2 Maximum two authorized representatives from each bidder/firm are allowed to attend the pre-bid meeting and the details of such persons should be mailed to Bank of India by 31st August 2013.

2.5.3 The bidders should send their queries in writing so as to reach us latest by 31st August 2013, 2.00 pm. to the e-mail id mentioned in Summary of Important Information. Queries not received within the specified time will not be entertained.

2.5.4 Responses to clarifications sought by the bidders about the tender document and approved modifications (if, any) issued by Bank of India will become part of the tender document. The modifications (if, any) would be uploaded as a corrigendum to the tender on our website www.bankofindia.co.in.

2.6 Technical Bid: - The Technical bid is divided into two parts viz. (a) Minimum Eligibility Criterion for bidders and (b) Minimum technical and functional requirements criterion. Bidders should submit both duly filled in hard copy as well as soft copy in a CD of part-I and II.

Part- I: Minimum Eligibility Criteria for bidders

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<th>Sr. No.</th>
<th>Minimum Eligibility Criteria for bidders</th>
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1. The bidder should be:
   A registered corporate in India registered company in India having the capacity to provide services under the scope of this RFP
   OR
   A company/statutory body owned by Central/State Government company having the capacity to provide services under the scope of this RFP

   The bidder should submit the valid sales tax/VAT registration certificate and Service Tax registration certificate as a proof of above. And certificate of incorporation.

2. The bidder should be in the business of providing IVR solutions for a minimum period of three (3) years and should be serving at least one public sector or one private sector Bank for a period of minimum one year.

3. The bidder so selected should have the capability to perform the entire scope of the assignment without outsourcing the same to any third party. The bidder should be the legal owner of the software or packages of the solution it intends to provide to Bank of India. The bidder should not be a mere System Integrator, using third party tool(s) for the solution. The bidder should provide the source codes to Bank of India.

4. Bidder must have had a minimum turnover of Rs. 100 Crores in each of the last three financial years (2010-2011, 2011-2012 and 2012-2013) and should also have made profit (before tax) in the last one of those three years and should have a positive networth during last financial year. Attested copies of audited Balance sheet and Profit and Loss account to be attached.

5. There should not be any incidence in past of initiation of bankruptcy or winding proceedings or any legal action for violation of any government rules/regulations against the bidder or its tie-up partner.

6. The Company should not have been black-listed by any registered Company or organisation in past 2 years.

The documentary evidence in respect of above would be essential as given in Annexure A. Technical bids not accompanied by documentary evidence will be rejected.

**Part- II:** The Minimum technical and functional requirements criterion for “IVR Solution” keeping in mind the deliverables and product specifications are as per Annexure B. The bidder must confirm that solution to be provided should qualify for all these technical specifications.


2.7 **Commercial Bid:**

2.7.1 The format of the commercial bid is provided in Annexure C. The same is to be submitted with relevant details.

2.7.2 Soft copy of the commercial bid in a CD is also to be submitted along with hard copy.

2.7.4 L1 price will be determined by online reverse-auction bidding on a date stipulated by Bank of India. The date of online reverse-auction bidding will be conveyed to technically qualified vendors separately.

2.7.5 For each component, the prices quoted should be inclusive of all costs **except** service tax, local tax, cess, levies, octroi etc.

2.7.6 All the amounts, quotes should be Indian Rupees

2.8 **Submission of Bids:**

2.8.1 The technical specifications along with the minimum eligibility criteria should be placed in one envelope, sealed and supercribed with “TECHNICAL BID – IVR Solution”.

2.8.2 The Commercial Bid Should be placed in a separate envelope, sealed and supercribed with “COMMERCIAL BID for IVR Solution”

2.8.3 These envelopes containing the technical specifications (along with minimum eligibility criteria) and commercial Bid should be placed in another envelope with superscription “BID for IVR Solution” and should be deposited in the Tender Box available at the address given in Summary of Important Information before stipulated deadline.

2.8.4 The bidder should submit all the requirements as called for in the form of soft copies on CD (i.e. bidder’s documents, annexure etc.) as well as all hard copies (bidder’s documents, annexure, certificates etc.)

2.8.5 Each page of bid (technical and commercial) should have been signed by an authorised person in whose name power of Attorney/authorization is issued under the seal of the bidder (Letter of power of attorney or authorisation should be submitted along with the bid). Also each page should be stamped with company seal.

2.8.6 All the documents in technical bid should be arranged in the order given below.

a. Covering letter (Cover Note).

b. Bid submission letter as per format given in Annexure I

c. Technical Bid part I as per format given in Annexure A

d. Technical Bid part II as per format given in Annexure B

e. Details to be given as per formats given in Annexure D, Annexure E and Annexure J.

f. Proof of Registration details of the company

g. Proof of Sales Tax/VAT registration number & date of registration

h. Proof of Service tax registration no. & date of registration

i. Balance sheet and profit and Loss statement for the last 3 financial years to be enclosed

j. Hard copy of all requirements for technical compliance duly signed and stamped.
k. Power of Attorney/ authorization under the seal of the bidder in the name of the person signing the documents.

l. Soft copy of all requirements for technical compliance on a CD.

2.8.7 All the documents in commercial bid should be arranged in the order given below.

   a. Covering letter (Cover Note)
   b. Hard copy of Commercial Bid as per format given in Annexure C duly signed and stamped.
   c. Soft copy of Commercial Bid on a CD.

2.8.8 It will be bidder’s responsibility to ensure that all requirements mentioned in the tender are complied with and there is no duplication of documents.

2.8.9 Each page of the bid response (Technical or commercial bid, annexures thereto) or any clarification submitted to Bank of India should be numbered, signed and stamped.

2.8.10 Bank of India will not in any way be responsible for late submission or delivery at any other address other than that mentioned above.

2.8.11 Non-adherence to above clauses may result in rejection of bid by Bank of India.

2.9 Reverse Auction:

2.9.1 Bank of India shall provide web based E-tender system for reverse auction. Negotiation, if, any shall be done through online reverse auction with pre-qualified bidders, if, there are more than one pre-qualified bidders.

2.9.2 The L1 bidder will be decided by online reverse auction for which web-based etender platform will be made available by Bank of India to all technically qualified bidders. The date and time of online reverse auction will be decided by Bank of India and will be communicated to all technically qualified bidders separately.

2.9.3 The bidder quoting lowest price at the end of the online reverse auction will be declared as L1 bidder.

2.9.4 The bidder shall arrange the Digital certificates (at no cost to Bank of India) from a Certifying Agency notified by comptroller of Certifying Authority (CCA) as per Information Technology Act 2000 as amended from time to time.

2.9.5 Bank of India reserves the right to accept the lowest bid either in full or part thereof or totally reject the bid. Bank of India may distribute the tendered scope to more than one bidder at any of the locations.

2.9.6 Bank of India reserves the right to have multiple vendors as per internal and external business requirement provided other vendors match the price quoted by L-1. Users will have the option to choose service provided by any of these vendors.

2.9.7 In case, only one bidder is technically qualified, no reverse auction will take place. However, Bank of India reserves right to negotiate price with the lone bidder.

2.10 All flow charts, documents, manuals, catalogues and information furnished by the bidder as a part of technical or commercial bid or clarification to queries raised by BANK shall become the property of Bank of India.
2.11 Decision of the competent authority in all matters with regard to this tender will be final and binding on all Bidders participating in this Bid.

2.12 **Earnest Money Deposit (EMD) in the form of Bank Draft:**

- **2.12.1** The Bidder should submit to Bank of India along with the technical Bid a Bank Draft of Rs.20,00,000 (Twenty Lakhs Only) in favour of Bank of India payable at Mumbai towards the Earnest Money Deposit. The Bank Draft should be from any Nationalized Bank valid up to 31st March 2014.

- **2.12.2** The Earnest Money Deposit will be refunded to the unsuccessful bidders after completion of this bidding process.

- **2.12.3** The Earnest Money Deposit will be refunded to the successful Bidder after submission of Performance Bank Guarantee.

- **2.12.4** The Earnest Money Deposit will be forfeited if:
  - **2.12.4.1** The bidder withdraws his bid at any time after submission of the bid but before the issue of Purchase Order.
  - **OR**
  - **2.12.4.2** The bidder fails or refuses to fulfil his contractual obligations after the award of the purchase order (For Successful Bidder)

2.13 **Renegotiation of prices, price validity and Validity of the contract:**

- **2.13.1** Initially the contract will be valid for a period of 5 years from the date of signing of the contract with the Bank reserving the right to extend to 2 more years on payment of AMC charges, agreed upon.

- **2.13.2** The prices quoted for IVR Solution should be valid until 31st March 2014.

- **2.13.3** Bank of India reserves right to re-negotiate the prices during above period if there is reduction in rates in market or regulatory conditions reduces the rates.

- **2.13.4** Bank of India reserves right to extend the validity of the contract with successful vendor for further period of 2 years subject to conditions that,
  - **2.13.4.1** services of the successful vendor are satisfactory;
  - **2.13.4.2** Prices are re-negotiated as per prevailing market conditions.

  The vendor shall quote AMC rate for the period of 2 years, payable on a yearly basis.

2.14 **Performance Bank Guarantee (PBG):**

- **2.14.1** The successful bidder will be required to submit a performance bank guarantee of amount equivalent to 10% of contract value (rounded off to nearest ten thousand rupees) in favour of Bank of India after issuance of PO.

- **2.14.2** The Performance Bank Guarantee should be from any Nationalized Bank/scheduled Bank.

- **2.14.3** The Bank Guarantee should be valid for 5 years from the date of purchase order.

- **2.14.4** The Performance Bank Guarantee will be evoked in any of eventualities mentioned in section 2.16.
2.15 **Suspension**: “Bank of India” may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

2.16 **Termination of contract or revocation of purchase order**: -

2.16.1 BANK reserves the right to take all legal recourse such as, cancel the contract, recall the performance guarantee, and claim damages etc. in situations mentioned in following points in addition to actions mentioned therein, other than in situation amounting to force majeure.

2.16.1.1 If, for any reason, L1 bidder arrived so fails to honour purchase order or fails to deliver solution or complete the project within period stipulated in RFP, Bank of India will give an option to other bidders in order of L2, L3… to honour the contract subject to condition that they match the price quoted by L1 bidder in online reverse auction.

2.16.1.2 If, anytime within 5 years from date of issue of purchase order Bank of India finds the services or working of solution provided by vendor unsatisfactory, Bank of India reserves right to terminate the contract. In such situation, 30 day written notice will be sent to the bidder for termination of contract without assigning any reason. In the case of termination / cancellation of the order, the bidder will not be entitled to or recover from Bank of India any amount by way of damages, loss or otherwise. In such a situation, Bidder will be paid charges towards services delivered till the date of termination of the contract. In the event of cancellation of agreement or termination of the order, the bidder will assist in smooth migration to new bidder. If, this condition is not adhered to, Bank of India will invoke the performance bank guarantee and may also blacklist the bidder for a period up to 5 years.

2.16.1.3 If, at any future point of time it is found that the Bidder had made a statement which is factually incorrect or if, the bidder does not fulfil any of his contractual obligations, in addition to above actions, Bank of India may debar the Bidder from bidding prospectively for a period to be decided by Bank of India and take any other action as may be deemed necessary.

2.16.1.4 If, any legal action is initiated or taken against the bidder by any government body for violation of any legal regulations, Bank of India will take action as it may think fit, as mentioned above.

2.17 **Solution Implementation Time-frame**: -

2.17.1 The Bidder should note that all activities in regards to the supply of software of IVR Solution, Installation at the call centre set up by the call centre vendor, Integration with our database, TPIN database, CRM provided by the Call centre Vendor (and with CRM solution of BOI whenever it comes up, Configuration with
ACD of the call centre vendor etc. to be done by them- without outsourcing- should be done within four (4) weeks from the date of issuance of purchase order.

2.17.2 The Bidder will have to submit request for details of information required from Bank of India within 1 week from the date of issuance of purchase order.

2.17.3 Thereafter, the Scope of Work is to be submitted within a week from the date of receipt of required information.

2.17.4 Time schedule for delivery and installation: -

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Activity</th>
<th>Delivery Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Submission of request for any information required from Bank of India for scope of work or planning of entire Project Implementation which is not covered in this RFP</td>
<td>Within 1 week from the date of issue of Purchase Order</td>
</tr>
<tr>
<td>2.</td>
<td>Submission of Scope of Work and Project Implementation Plan</td>
<td>Within 1 Week from the date receipt of required information from Bank of India.</td>
</tr>
<tr>
<td>3.</td>
<td>Integration of IVR solution with our CBS database, TPIN database, ACD of call centre vendor, CRM application of the vendor. The integration with CRM of BOI whenever it comes up to be provided without any extra cost. ATM switch for authenticating using Debit card credentials.</td>
<td>Within 4 weeks from the date of issue of Purchase Order. In case of CRM of BOI, integration to be made within 4 weeks from date of intimation from BOI.</td>
</tr>
<tr>
<td>4.</td>
<td>Any other activity which may be required for effective running of IVR and our Call centre.</td>
<td>Within 1 week from the date of issue of request/Order from Bank of India.</td>
</tr>
<tr>
<td>6.</td>
<td>Total period for implementation of Solution</td>
<td>4 weeks from date of issue of Purchase Order / request from BOI</td>
</tr>
</tbody>
</table>

2.18 Terms of Payment to Vendor: -

2.18.1 Upon delivery of the hardware at the call centre site 75% of the unit cost will be paid. The payment will be made against production of delivery challan and invoices. The balance 10% will be paid upon commissioning and acceptance of the hardware (as per clause 5.14 above) and submission of Performance Bank Guarantee. The remaining 15% payment will be released in three instalments of 5% each upon completion of first three years of warranty period. The TDS will be
deducted at the applicable rate as per provisions of the applicable law. Payment will be released centrally by the respective Zonal Office for all Kiosks installed at the branches under its control. Upon the installation and commissioning of the IVR software to the satisfaction of the Bank, and after completing the integration with all the systems of BOI, ACD, TPIN server 75% of the component would be released. Balance 25% would be released after Performance Guarantee of a nationalised Bank is produced.

2.18.2 The address where invoices are to be submitted will conveyed to successful vendor after issuance of purchase order.

2.18.3 No advance payment or interest on deposits/PBG will be paid.

2.19 **Service Level Agreement (SLA):** - The successful vendor will have to agree to SLA and penalty clauses as given below. It will form part of the contract.

2.19.1 **Penalty Clauses:** -

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Delay in request for details of information from Bank of India beyond 1 week from the date of issue of purchase order</td>
<td>1% of the total contract value for every week of delay or part thereof</td>
</tr>
<tr>
<td>2.</td>
<td>Delay in submission of Scope of Work</td>
<td>1% of the total contract value for every week of delay or part thereof</td>
</tr>
<tr>
<td>3.</td>
<td>Delay in Integration of IVR solution with our systems, ACD, TPIN database, CRM applications, beyond 3 weeks from the date of issue of purchase order</td>
<td>Rs. 50,000.00 per week of delay or part thereof.</td>
</tr>
<tr>
<td>4.</td>
<td>Delay in activating all services after integration with our systems, ACD, TPIN database, CRM applications beyond 4 weeks from the date of issue of purchase order</td>
<td>Rs. 50,000.00 per week of delay or part thereof.</td>
</tr>
<tr>
<td>5.</td>
<td>Delay in responding to calls: to troubleshoot any problem in the IVR system, integration with the systems as stated above within 2 hours of intimation</td>
<td>Rs.1000 per hour of delay or part thereof.</td>
</tr>
<tr>
<td>6.</td>
<td>Quarterly review meetings at Head Office, Mumbai</td>
<td>Rs. 5000 for missing each meeting.</td>
</tr>
</tbody>
</table>
7. Escalation Matrix (to the satisfaction of Bank of India) within 4 weeks of date of issue of PO and within 1 week of change of any member/position in this matrix
   | Penalty of Rs. 5000 shall be levied for each Incident

8. Appointment of Project Manager for BOI within 1 week of placing order.
   | Penalty of Rs.5,000 shall be levied.

9. Delay in integrating with the CRM of BOI, as and when it comes up, beyond 4 weeks
   | Penalty of Rs.1,00,000 per week.

2.19.2 In case of any penalty levied by Bank of India on account of deficiency in service on the part of the vendor, no charges would be payable by Bank of India.

2.19.3 BANK expects the uptime of 100% of the complete solution to be calculated on monthly basis. Downtime will be calculated by dividing downtime in terms of hrs by total no. of hrs in that month. Penalty for downtime for any month will be calculated as shown below in relation to billing for that month:

<table>
<thead>
<tr>
<th>Availability of Solution</th>
<th>Charges on monthly basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.5% to &lt;99.95%</td>
<td>1% of monthly billing of respective month</td>
</tr>
<tr>
<td>99% to 99.5%</td>
<td>2% of monthly billing of respective month</td>
</tr>
<tr>
<td>&lt;99%</td>
<td>5% of monthly billing of respective month</td>
</tr>
</tbody>
</table>

2.20 Expected Solution Deliverables:

2.20.1 The Bidder is required to deliver the products and services at the destination as informed in the Purchase Order for execution. Transportation and insurance of products and services shall be arranged by the bidder and all such expenses will be borne by the Bidder.

2.20.2 In case, the vendor makes a request to Bank of India for using other database or operating system, the cost of such changes including licenses, patches, updates, AMC etc. has to be borne by the vendor. The vendor has to ensure that OS, IVR software and database is fully patched and hardened on regular basis.

2.20.4 The IVR solution provided should take into account the best practices in the Industry especially in relation with the needs of the customer to seek information for all types of his work which could be automated. The vendor has to extend full co-operation to the Bank in formulating the options that could be made available through IVR systems and any modifications therein at the desire of the Bank. No additional cost would be aid to the Bidder.

2.20.5 The solution should be designed to be best suited to Bank of India.
2.20.6 The bidder should also be able to integrate and incorporate any new network or change/evolution in the technology or new system coming up within the Bank.

2.20.7 Onsite Support: - The successful bidder will provide onsite support wherever call centre is located between 10 am to 6 pm on all working days for attending user complaints/problems, monitoring the application deployed, etc. The onsite support person will have through knowledge of the application deployed. If, services of the onsite support person are not up to the satisfaction of BANK, BANK may recommend for replacement of onsite support person and bidder will have to comply with this within 30 days of such communication from BANK.

2.21 **Scope of Work and Implementation Procedure:** - The project will be implemented in following manner and it will also form part of scope of work to be submitted by successful bidder.

2.21.1 Plan for Project Implementation: -

2.21.1.1 The selected, Bidder should develop the detailed implementation architecture for the IVR Solution. It should include the following details:
   i. Minimum Hardware Specifications for the additional components to be installed if, any, for carrying out the above project scope
   ii. Minimum Software Specifications for the additional software required for carrying out the above project scope
   iii. Detail report to be submitted regarding design of database, design of process, deployment, testing & Roll-out

2.21.1.2 The Implementation plan comprises of the following:
   i. Project Implementation plan
      (Graphical representation as well as details)
   ii. Project Team Composition
   iii. Escalation Matrix
   iv. Integration with our present database and other appBankations

2.21.1.3 The Bidder shall nominate a project manager at Mumbai who shall be responsible for the entire execution and implementation of this project. The Bidder shall specify the name of project manager in the bid. He will be a single point of contact for BANK for any problem related to services procured under this RFP.

2.21.1.4 Documentation: The bidder shall provide at least two sets of Documentation (both softcopy & hardcopy) for CO and should submit updated documentation (two copies) related to changes made at every instance of such changes in the application.

2.21.1.5 Bidder shall supply detailed "As Installed Drawings" after the completion of the project. This will also include a Printout of important configuration settings.

2.21.3 **Final Quality Acceptance Testing (not exhaustive):** After installation of the software, all the features specified in the scope of work/ expected deliverables should be tested and acceptance obtained from BANK as per Annexure G.
2.22 Bidder should have business continuity plan. In case the bidder does not have ready business continuity plan, he should undertake to implement business continuity plan within 6 months from the date of purchase order.

2.23 Audit, Inspection And Testing Of Infrastructure And Facilities Of The Bidder:

2.23.1 BANK shall have the right to inspect and test the infrastructure and system of the bidder at any time. The bidder on demand from BANK shall carry out such tests in appropriate manner in the presence of BANK's representatives and free of charge to BANK. The inspection, examination or testing carried out by BANK shall not relieve the bidder from any of his obligations under the purchase contract.

2.23.2 The bidder shall bear all costs of such inspections and tests.

2.23.3 The bidder shall make available all necessary and relevant records, facilities access to the system and access to personal for audit by the BANK or any representative authorized by BANK.

***

3 Part B

Section 3 : Selection Procedure for Successful Bidder:

3.1 Bidding will take place under two-bid system for IVR Solution. The bidder will have to submit technical bid and commercial bid as per conditions mentioned in sub-section D, E and F below.

3.2 Technical bids will be opened first on the date and time stipulated in summary of important information at the beginning. Bidders conforming to each criterion given in both part-I and II will be technically qualified and commercial bids of these bidders will only be opened as mentioned in section 2.4, 2.5, 2.6, 2.7 and 2.8 After completion of the technical evaluation of the tender, the bidders may be asked to demonstrate the capabilities of their solution at no cost to BANK.

***
### Minimum Eligibility Criterion

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Criterion</th>
<th>Bidders Response</th>
<th>Remark</th>
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<tbody>
<tr>
<td>1.</td>
<td>The bidder should be:</td>
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<tr>
<td></td>
<td>A registered corporate in India</td>
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<td></td>
<td>OR</td>
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<td></td>
<td>A company/statutory body owned by Central/State Government company.</td>
<td>Name of the Company: -</td>
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<td>______________________</td>
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<td></td>
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<td>Type of Company: -</td>
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<td>______________________</td>
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<td></td>
<td>Sales Tax/VAT</td>
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<td></td>
<td></td>
<td>registration</td>
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<td>Number: -</td>
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<td>Service Tax Registration Number: Year of incorporation of company:</td>
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<td>-</td>
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<td>*Copies of above</td>
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<td>Registration</td>
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<td>Certificates to be</td>
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<td>attached.</td>
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<tr>
<td>2.</td>
<td>The bidder should be in the business of IVR SOLUTION PROVIDER for a minimum period of three (3) years.</td>
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<tr>
<td>3.</td>
<td>The bidder should be in the business of providing IVR solutions for a minimum period of three (3) years and should be serving at least one public sector or one private sector Bank for a period of minimum one year.</td>
<td>No. of Projects completed in India -</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Name of the Bank where this solution is working and since when</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>*Give details in Annexure E and attach Proofs and undertaking that above mentioned services are covered in projects implemented.</td>
<td></td>
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</tbody>
</table>
4. Bidder must have had a minimum turnover of Rs. 100 Crores in each of the last three financial years (2010-2011, 2011-2012 and 2012-2013) and should also have made profit (before tax) in the last one of those three years and should have a positive networth during last financial year. Attested copies of audited Balance sheet and Profit and Loss account to be attached. | Year-wise turnover | Networth yearwise | Profit /Loss yearwise |
---|---|---|---|
5. The bidder so selected should have the capability to perform the entire scope of the assignment without outsourcing the same to any third party. The bidder should be the legal owner of the software or packages of the solution it intends to provide to BANK of India. The bidder should not be a mere System Integrator, using third party tool(s) for the solution. The bidder should provide the source codes to BANK. | Yes/No |
6. The bidder should be the legal owner of the software or packages of the solution it intends to provide to BANK of India | Yes/No: - Name of the Solution/s: - |
7. There should not be any incidence in past of initiation of bankruptcy or winding proceedings or any legal action for violation of any government rules/regulations against the bidder or its tie-up partner. | Self declaration duly signed on the Company’s letter head |
8. The Company should not have been blacklisted by any registered Company or organisation in past 2 years. | Self declaration duly signed on Company’s letter head |

Authorized Signatory Name:

Designation:

Date:

Place:
Annexure C

Format of commercial bid

Commercial Bid* (Indicative Price)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item</th>
<th>Price (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Hardware Components</td>
<td></td>
</tr>
<tr>
<td>(2)</td>
<td>Software Components</td>
<td></td>
</tr>
</tbody>
</table>

I state that the above mentioned information and the relevant annexure and enclosures are true and correct.

Authorized Signatory
Name:
Designation:
Date:
Place:
Seal of the company
Annexure - D

Details of demand draft enclosed with bid

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>DD/Bank Guarantee for</th>
<th>Name of the issuing Bank</th>
<th>Date of DD</th>
<th>DD Number</th>
<th>Amount Rs.</th>
<th>Validity Till</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bill Processing Fee</td>
<td></td>
<td></td>
<td></td>
<td>10,000/-</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Earnest Money Deposit</td>
<td></td>
<td></td>
<td></td>
<td>20,000,000/-</td>
<td></td>
</tr>
</tbody>
</table>

Authorized Signatory
Name: 
Designation: 
Date: 
Place: 
Seal of the company
Annexure E

**Information Regarding 3 Projects Carried Out In Past 3 Years:**

**IVR Solution**

(This information is for evaluation purpose only and will be treated as strictly confidential.)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Client</th>
<th>No. of SMS sent Yearly</th>
<th>Cost of Project</th>
<th>Services provided</th>
<th>Commencement Month &amp; Year of Project</th>
<th>Name of the Contact persons and their Phone number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Authorized Signatory
Name: 
Designation: 
Date: 
Place: 
Seal of the company
Annexure F

(Only from successful bidder)

Non Disclosure Agreement: To be included as a part of the Non-Disclosure Agreement to be duly notarized and executed on a Rs. 200/- Stamp Paper.

Non-Disclosure Agreement

WHEREAS, we the undersigned Bidder, ________________________________, having our principal place of business/registered office at ____________________________, hereinafter referred to as the BIDDER, have participated in and having emerged as L1 bidder for Bid No. ______________________ dated ___________ covering Request for Proposals for Supply, Install, Commission and maintenance of IVR Solution containing desired features for the Project of Bank of India Ref: (hereinafter called the said 'Bid') to the Bank of India, having its Head Office at Star House, C5, G Block, Bandra-kurla Complex, Bandra East, Mumbai 400 051, , hereinafter referred to as BANK and,

WHEREAS, the Bidder is aware and confirms that BANK’s business/operations information, Application/software, hardware, business data, architecture schematics, designs, storage, media and other information / documents made available by BANK in the Bid documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to BANK,

NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce BANK to grant the Bidder specific access to BANK’s confidential information, property, information systems, network, databases and other data.

IT IS HEREBY AGREED AS UNDER:

a) The Bidder agrees to hold in trust any confidential information received by the Bidder, as part of the Biding process or otherwise, and the Bidder shall maintain strictest of confidence in respect of such confidential information. The Bidder also agrees:

   (i) To maintain and use the confidential information only for the purposes of bidding for this Bid and thereafter only as permitted herein;

   (ii) To only make copies as specifically authorized by the prior written consent of BANK and with the same confidential or proprietary notices as may be printed or displayed on the original;

   (iii) To restrict access and disclosure of confidential information to such of their employees, agents, consultants and representatives strictly on a "need to know" basis, to maintain confidentiality of the confidential information disclosed to them in accordance with this clause; and
(iv) To treat confidential information as confidential unless and until BANK notifies the Bidder of release of its obligations in relation to the said confidential information.

b) Confidential information does not include information which:

(i) The Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
(ii) Is independently developed by the Bidder without breach of conditions under this Bid;
(iii) Information in the public domain as a matter of law;
(iv) Is received from a third party not subject to the obligation of confidentiality with respect to such information;
(v) Is released from confidentiality with the written consent of BANK.

The Bidder shall have the burden of proving hereinabove as applicable to the information in the possession of the Bidder. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Biding process or thereafter may require the Bidder’s personnel to be present on premises of BANK or may require the Bidder’s personnel to have access to software, hardware, computer networks, databases and storage media of BANK while on or off premises of BANK. It is understood that it would be impractical for BANK to monitor all information made available to the Bidder’s personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder agrees that any technical or business or other information of BANK that the Bidder’s personnel, representatives or agents acquire while on BANK premises, or through access to BANK computer systems or databases while on or off BANK premises, shall be deemed confidential information.

c) Confidential information shall at all times remain the sole and exclusive property of BANK. Upon completion of the Biding process and/or termination of the contract, confidential information shall be returned to BANK or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of BANK. Nothing contained herein shall in any manner impair rights of BANK in respect of the confidential information.

d) In the event that the Bidder hereto becomes legally compelled to disclose any confidential information, the Bidder shall give sufficient notice to BANK to enable BANK to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any confidential information or the contents of this Bid without the prior written consent of BANK. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar confidential information but in no event less than reasonable care.
e) The obligations herein shall survive the completion or cancellation of the Biding process.

For and on behalf of: _______________________ (BIDDER)

Authorised Signatory
Name: _______________________
Designation: _______________________
Office Seal: _______________________
Place: _______________________
Date: _______________________

Annexure G

Format of Final Acceptance Report (Not Exhaustive)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details of Scope of Work</th>
<th>Response by Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Whether application is installed successfully and is working successfully?</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Whether all the functionalities as mentioned in Scope of Work of RFP are working?</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Whether the integration with the ACD is completed.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Whether the integration with the TPIN database is completed.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Whether the integration with the CBS system is completed.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Whether the user authentication using TPIN is happening</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Whether the user authentication using Debit card number and PIN entry is happening.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Whether the integration with the CRM of the vendor is completed</td>
<td></td>
</tr>
</tbody>
</table>

Remarks:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Project Manager- Vendor</th>
<th>From BANK of India</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Designation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annexure H

(Format for Bank Guarantee)

This Deed of Guarantee executed by the ---------------------------- (Bank name) a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and carrying out banking business including guarantee business at Mumbai and other places “ having its head office at ------------------------- (hereinafter referred to as “the Bank”) in favour of Bank of India, having its Head Office at Star House, C5, G Block, Bandra-Kurla Complex, Bandra East, Mumbai 400 051 (hereinafter referred to as BANK) for an amount not exceeding Rs. ________/-, at the request of (Vendor’s Name & address) ------------------------ (hereinafter referred to as the “Vendor”).

This guarantee is issued subject to the condition that the Liability of the Bank under this guarantee is limited to a maximum of Rs. ________/- and the Guarantee shall remain in force for a period up to _________________ (date), and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the Bank on or before ________________ (date) by BANK.

Whereas -----------------(Vendor’s Name) having its head office at ------------------------ (Vendor’s Name) having its head office at ------------------------ has been vendor of BANK vide bid dated ___________ and subsequent modifications to the tender dated ___________ and as per the terms and conditions mentioned in the bid Document.
And whereas the __________________________ (name & address of the bank) has agreed to give on behalf of the Vendor a guarantee, therefore we hereby affirm that we guarantee and are responsible to you on behalf of the vendor unto a total amount of Rs. ________/- and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you within the limit of Rs. __________ as aforesaid, without your need to prove or show grounds or reasons for your demand of the sum specified therein. This Guarantee shall not be affected by any change in the Constitution of the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREFIN ABOVE:

1. The Bank hereby covenants and declares that the guarantee hereby given is an irrevocable one and shall not be revoked by a Notice or otherwise.
2. Our liability under this guarantee is restricted to a sum of Rs. ________/-.
3. The Bank Guarantee will be valid for a period up to ________________.
4. A written claim or demand for payment under this Bank Guarantee is the only condition precedent for payment of part/full sum under the guarantee to BANK.
5. BANK need not prove or show grounds or reasons for the demand of a part or the full amount of guarantee.

We hereby confirm that we have the power/s to issue this guarantee in your favour under the Constitution and business procedure of our bank and the undersigned is
/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this performance bank guarantee.

DATED AT THIS DAY OF

SEALED AND SIGNED BY THE BANK
Submission of BID

The Chief Information Officer,
BANK of India, Head Office, Information Technology Department,
8th Floor, Star House, C5, G Block,
Bandra-Kurla Complex, Bandra East
Mumbai 400 051.

Dear Sir,

Sub: Request for Proposal (RFP) for “IVR Solution”

We have carefully examined the RFP furnished by BANK and subsequent pre-bid clarifications / modifications / revisions furnished by BANK. We offer to submit our bid as per the terms and conditions and technical specifications spelt out in the RFP.

While submitting this bid, we certify that:

(a) Prices submitted by us have been arrived at without agreement with any other bidder of this RFP for the purpose of restricting competition.
(b) The prices submitted by us have not been disclosed and will not be disclosed to any other bidder responding to this RFP.
(c) We have not induced or attempted to induce any other bidder to submit or not to submit a bid for restricting competition.
(d) We agree that the rates / quotes, terms and conditions furnished by us in this tender will be applicable to BANK.
(e) We are submitting the bid after fully agreeing to all the terms and conditions of RFP.

If, our offer is accepted, we undertake to deliver the solution as per terms and conditions in this RFP.

We agree to abide by this offer till 31.03.2015 and our offer would remain binding upon us and may be accepted by BANK any time before the expiry of that period.

We also certify that the information / data / particulars furnished in our bids are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, BANK will have the right to disqualify us from the bid.

We understand that BANK may reject any or all of the offers without assigning any reason whatsoever.

We undertake to comply with the provisions of IT Act 2000 as modified/amended from time to time as well as guidelines issued by TRAI/GOI/RBI and any other govt. regulator.

We understand that the contract if, finalized can be extended for similar period(s) as may be mutually agreed between BANK and bidder in writing. Should this Tender be accepted, we hereby agree to abide by and fulfil all the Terms and Conditions of the bid and in default thereof, to pay to you or your successors, or Authorised Nominees such sums of money as are stipulated in the conditions.
contained in the bid together with the written acceptance of the IVR Solution. We understand that you are not bound to accept the lowest or any bid received. You are entitled to reject our bid at your discretion without assigning any reasons. We understand that the BANK can place the order with any one or more bidder.

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

Dated this __________ day of ________ 2011

Yours faithfully,

Authorized Signatory
Name:
Designation:
Date:
Place:
Seal of the company
Section 5: Terms of Reference (TOR)

5.1 INTRODUCTION: BANK is the a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Star House, C5, G Block, Bandra-Kurla Complex, Bandra East, Mumbai 400 051. Bank of India is also a Public Sector Bank having around 4350 branches, spread across India and have customer base of around 56 million customer base. Bank plans to take the branch total to around 4500 by 31.3.2014 and to 5000 by 31.03.2015. We have 52 Zonal Offices and 6 training centres located at various places in India.

5.2 We have our Head Office at Mumbai. BANK has been a pioneer in using information technology in enhancing the service experience of its customers. All the branches and units are computerized and connected with other offices of BANK through a Wide Area Network. BANK also has dedicated internet leased links from multiple ISPs at three central office data centres. We have a card base of around 12 million.

5.3 Purpose: - BANK proposes to procure a robust, reliable and feature-rich IVR solution to have better customer service and customer experience.

***

Section 6: Summary of Important Information

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Event/Activity</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of Release of RFP</td>
<td>20th August 2013</td>
</tr>
<tr>
<td>2.</td>
<td>Bid Processing Fee (non refundable)</td>
<td>Rs. 10,000/- (Rs. ten thousand only) by way of Demand Draft Drawn on any nationalized bank/scheduled bank, in favour of Bank of India, payable at Mumbai</td>
</tr>
</tbody>
</table>
3. Earnest Money deposit (EMD)  
   Rs.20,00,000 (twenty Lakhs Only) by way of Demand Draft Drawn on any nationalized bank/scheduled bank, in favour of Bank of India, payable at Mumbai

4. Pre-bid meeting  
   2nd Sept 2013 at 1600 hours

5. Venue for pre-bid meeting  
   BANK OF INDIA, Head OFFICE-IT DEPT, 8th floor, Star House, C5, G Block, Bandra-Kurla Complex, Bandra East, Mumbai 400 051

6. Address for Receipt/submission of Bids  
   The Chief Information Officer  
   BANK OF INDIA, Head Office, IT Dept, 8th Floor, Star House, C5, G Block, Bandra-Kurla Complex, Bandra East, Mumbai 400 051

7. Method of bid submission  
   Refer to relevant sections in this RFP

8. Last date & time of submission of bids  
   10th Sept 2013 upto 1300 hours.

9. Technical bid opening date, time & venue  
   Date : 11st Sept 2013  
   Venue: -  
   BANK OF INDIA, Head Office, IT Dept, 8th Floor, Star House, C5, G Block, Bandra-Kurla Complex, Bandra East, Mumbai 400 051

10. Commercial bid opening date, time & venue  
    Will be intimated to the Technically qualified Bidders at a later date.

11. Contact Email-id  
    Email ID:  HeadOffice.IT@bankofindia.co.in

12. Official Website(URL)  
   http://www.Bankofindia.in

Any change in information given in this RFP document will be displayed on our website wherever feasible.

*** END OF DOCUMENT ***