



Bank of Baroda

**Request for Proposal (Restricted):
Outsourcing Call Centre Operations**

Bank of Baroda
16th December, 2021

#	Particulars	Timeline
1	RFP Issuance Date	16th December 2021
2	RFP Coordinator Telephone Email id Address for Proposal Submission	Mr. Aldrin Gerard Earl +971 4 377 8531 Consumerprotection.uae@bankofbaroda.com Bank of Baroda, GCC Operations, Umm Hurair Building Shop No. 1 To 5, 8 And 9, Plot No. 3180430, Al Doha Street Opp. Ansar Gallery Al Karama, Dubai, UAE
3	Last Date of Written request for Clarifications	21st December 2021
5	Last Date of Submission of RFP Response (Closing Date)	04:00 PM 22nd December 2021 Address: Bank of Baroda, GCC Operations, Umm Hurair Building Shop No. 1 To 5, 8 And 9, Plot No. 3180430, Al Doha Street Opp. Ansar Gallery Al Karama, Dubai, UAE
6	Opening of Eligibility Cum Technical Bid	4:00 PM, 23rd December 2021 Address: Bank of Baroda, GCC Operations, Umm Hurair Building Shop No. 1 To 5, 8 And 9, Plot No. 3180430, Al Doha Street Opp. Ansar Gallery Al Karama, Dubai, UAE
7	Date for presentation	Eligible short-listed bidders may be invited for a presentation on the Technical Proposal at the discretion of the management. Date for the presentation will be communicated to the short-listed bidders; the Bank's decision is final in this regard.

Definition of Terms used in the RFP:

Following terms are used in the document interchangeably to mean:

1. "Assignment / Job/ Engagement" means the work to be performed by the selected Bidder pursuant to the Contract
2. "Bank or BOB" means Bank of Baroda
3. "BCC" means Baroda Corporate Centre, Bandra Kurla Complex, Mumbai
4. "Day" means business day
5. "Personnel/ Resources" means professionals and support staff provided by the selected Bidder
6. "Proposal/ Bid/ Tender" means Response to the RFP Document
7. "CBUAE" means Central Bank of United Arab Emirates
8. "Successful/ Selected Bidder" means the bidder selected as the successful bidder by the Bank in accordance with this RFP who is also referred to as "Call Centre Outsourcing Company"

Confidentiality

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1. Introduction:

Bank of Baroda, Zonal Office, UAE Operations invites sealed offers from reputed, highly experienced Call Centre Outsourcing Companies to provide their quotations for rendering their expertise services to Bank of Baroda (**will be referred as BOB in this document**) customers.

The sealed offers in two bid system i.e. technical bid containing details about the firm/company, and latest balance sheet etc. with all supporting documents, TECHNICAL Bid and COMMERCIAL Bid needs to be forwarded to the Chief Executive, BOB, Plot No 3180430, Umm Hurair Bldg, Al Doha Street, Karama, Dubai, UAE. The bids should be delivered in two separate envelopes, one for technical bid and another for commercial bid (**both envelopes should be kept in one sealed envelope**) and submitted to BOB on or before 22.12.2021 before 12:00 PM.

The offers received will be opened on 23.12.2021 at 10:00 pm in our office. The envelopes should be super inscribed – “**BOB Call Centre Management**”. The Bank reserves the right to reject any one or all the offers without assigning any reason

Request for Proposal (**RFP**) for Appointment of Call Centre Outsourcing Companies to manage the day to day Call Centre Operations for Bank of Baroda, UAE Territory for a period of three years (**renewal of contract is subject to performance and Audit review**)

1.1. Information Provided:

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

1.2. Disclaimer:

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

1.3. Costs Borne by Respondents:

All costs and expenses (whether in terms of time or money) incurred by the Recipient/ Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient/ Respondent.

1.4. 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.

1.5. Evaluation of Offers:

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the appointment of Call Centre Outsourcing Companies to manage the day to day Call Centre Operations for Bank of Baroda, UAE Territory for a period of three years **(renewal of contract is subject to performance and Audit review)**

The issuance of RFP document is merely an invitation to offer responses to this RFP 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.

1.6. Errors and Omissions:

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

1.7. Acceptance of Terms:

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

2. Terms of the RFP Response:

2.1. Registration of RFP Response:

Registration of RFP response will be effected by the Bank by making an entry in a separate register kept for the purpose upon the Bank 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 e-mail, the RFP is liable to be summarily rejected.

All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation.

2.2. RFP Validity period:

RFP responses must remain valid and open for evaluation according to their terms for a period 7 days from the RFP opening date.

2.3. Appointment period:

Post the evaluation process, the selected firm would initially be appointed by the Bank for a period of three years and may be extended annually for further three years subject to satisfactory performance and at the sole discretion of the Bank. The appointment period will be governed by the extant Bank/Home Regulator guidelines in this regard. Bank reserves the right to increase/decrease the number of activities relating to the Call Centre at any time.

2.4. Communication on the RFP:

Recipients are required to address all communication/ clarifications/ queries if any relating to the RFP in writing via email on or before the last date of receiving request for Clarification as per details provided in the RFP. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as Addendum to the RFP and will be published on the Bank's website under Tenders section. However, the Bank will not answer any communication initiated by the Respondents beyond the dates provided in "**Key Information on the RFP Response Submission**".

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

Respondents should invariably provide details of their email address as any clarifications required by the Bank against the response to the RFP will only be communicated to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.

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

2.5. Notification:

The Bank will notify only to the selected Respondent/s in writing immediately post completion of the RFP Evaluation on the outcome of the process. The Bank is not obliged to provide any reasons for any such acceptance or rejection to other non-selected respondent/s.

2.6. Disqualification:

Any form of canvassing/lobbying/influence will result in disqualification at the sole discretion of the Bank.

2.7. Language:

The RFP response prepared by the Firm, as well as all correspondence and documents relating to the RFP exchanged by the Firm and the Bank and supporting documents and printed literature shall be in the English language only.

2.8. Formats of Bids:

The Firms should use the formats prescribed by the Bank in submission of the RFP Response. The Bank reserves the right to ascertain information from the banks and other institutions to which the Firms have rendered their services for execution of similar assignments.

2.9. Timeframe:

The timeframe has been provided at the start of this document for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.

2.10. RFP Response Submission Details:

Eligibility & Technical Proposals shall be submitted in sealed envelopes super scribing:

“ELIGIBILITY CUM TECHNICAL PROPOSAL FOR BANK OF BARODA Appointment Call Centre Outsourcing Companies to manage the day to day Call Centre Operations for Bank of Baroda, UAE Territory. SUBMITTED BY “.....” on the top of the sub-envelope containing the Eligibility Bid.

FIRM DETAILS should be provided on the main envelope as well as sub envelopes which include:

CONTACT PERSON NAME:

EMAIL ADDRESS:

CONTACT NUMBER:

The RFP response document should be submitted to the Bank in hard copy in sealed cover for evaluation of the Technical Proposal.

3. Scope of Work:

This section contains scope of work for Call Centre vendor and the call volume for the past 3 months.

BOB envisages outsourcing its Call Centre operations to suitable bidder, who will be responsible for establishing, operating and managing the end-to-end Call Centre services for BOB on 24*7 bases. The Call Centre operations should be purely on outsourced model and will be setup at the Bank's premises. The Bank will setup all required infrastructure as required for operation of Call Centre.

Call Volume for past 3 months

Month	Sep	Oct	Nov	Total
Call Volume per Month	2,985	3,100	3,005	9,090

Following are the key features of the proposed Call Centre:

No. of Seats	Bidder shall estimate the number of agents required for BOB as per the requirements mentioned in this RFP and Call volumes provided in scope of work
Languages supported	Three Languages from the start English, Arabic & Hindi
Accessibility	Accessible through a Toll Free Number and dedicated line for the Call Centre.
Location	Dubai, UAE
Service Window	Inbound- Outbound Dedicated Support Working Hours: 24x7x365 (Standby Staff (Agents) to be provided to cover high call traffic)

Bidder shall understand the business processes of BOB and various service requirements at the Call Centre. Call Centre services would be required for - Inbound Calls, Outbound Calls, IVR functions, etc.

Bidder shall design the overall approach for call centre operations, which will include but not limited to the following:

1. Detailed plan including timelines for setup of call centre
2. Defining various procedures linked to call centre like call handling procedure, call routing
3. Procedure, interface between BOB and call centre systems
4. Reporting requirements
5. Designing call scripts, SOP, RCSA for various types of calls.

The scope of services that need to be provided by the successful bidder can be broadly classified into the following areas:

1. Business Services
2. Resources on-boarding and training
3. Quality Assurance
4. Monitoring and Reporting

3.1. Business Services:

The Bidder's training department, who will be trained on the Bank's Products, services and procedures and they would be the responsibility of the bidder to train the Call Centre staff so that would be able to understand the customer's requirements and resolve the query as per the information provided. The proposed services to be provided through the call center can be categorized into two broad areas:

1. **Informational Services:** Provide published or processed information on specific products/Schemes or procedures to the callers. Usually, the nature of informational services remains static over a period and it is common for all the customers, e.g. product information, blocking of ATM cards, cheque book

request, balance enquiries, internet banking and mobile registration process procedure, Mode of payment, about branch location and timing etc.

2. **Transactional Services:** Exchange of information through a mail or any other media. The transactional services can be static (**Declaration form, claim form etc.**) or dynamic (**Service request status, claim status etc.**) through SMS. Information to be provided to customer over phone based on data provided by customer including account number, complaint reference number, customer ID etc.
3. **Grievance handling:** Lodging of grievance in BOB's complaint management system.

3.2. Resources on-boarding and training:

- I. Bidder shall select & deploy the skilled and qualified manpower as defined in the RFP required for running the Call Centre.
- II. Bidder shall, in its response, propose the Call Centre model including no. of seats required for BOB Call Centre operations based on envisaged call volumes and SLA requirements from Call Centre as specified in this RFP.
- III. BOB may depute its officials, at Call Centre location, to ensure quality of service and control over day to day functioning of the Call Centre. The decision of BOB will prevail in every case of dispute.
- IV. Minimum Manpower Profile – Manpower deployed by bidder for BOB Call Centre should comply with minimum qualification as mentioned in following table.

S. No	Position	Minimum Qualification
1	Call centre Agent	<p>Minimum 12th passed and pursuing graduation, preferably graduate or equivalent.</p> <p>Able to speak read and write in English</p> <p>Able to speak in Hindi and Arabic</p> <p>Able to communicate confidently and politely, with good speaking skills</p>
2	Team Leaders	<p>Must be a Graduate or equivalent</p> <p>Able to speak, read and write in English/Arabic/Hindi.</p> <p>Able to communicate confidently and politely, with good speaking skills</p> <p>Knowledge of insurance procedures & processes.</p> <p>Experience of at least 3 years in a Call Centre, or in direct selling/telemarketing in the service industry (Fresh candidates cannot be considered)</p>

		Experience in coaching and developing skills of people
		Effective problem-solving and decision-making skills

- V. Manpower profiles will be audited by BOB on an ad hoc basis.
- VI. Bidder shall submit an undertaking with the invoice declaring the compliance to minimum manpower profile.
- VII. Bidder shall take prior approval from BOB before increasing or decreasing the no. of agents deployed for BOB as mentioned in their proposal.

3.3. Resource Training:

- I. Considering the nature of the services, training is an important aspect of BOB Call Centre. The Bidder should make arrangements for imparting proper training in soft skills; call handling, exposure to related application so as to prepare the agents to answer different types of queries, and on other aspects of Call Centre services.
- II. The bidder should ensure that all the agents are put on actual duty only after providing them proper training on at least the following areas:

S. No	Training Area	Responsibility
1	Soft Skills	Bidder
2	Application (s)	Bidder (with support from Bank)
3	Call Handling procedures	Bidder (with support from Bank)
4	Bank's process related/scripts	Bidder (with support from Bank)
5	Complaint Handling	Bidder (with support from Bank)

- III. BOB shall assist bidder in preparing training material (which can be further customized) for business related trainings.
- IV. BOB, at its discretion, may provide refresher training to the bidder as a part of train the trainer methodology. The bidder needs to ensure that their training department provides further in house refresher training to agents and Team leaders.

3.4. Quality Assurance:

- I. Each call would have a unique identifier i.e. Call ID and in case there is any query/grievance/any other request, member/provider/other stakeholder shall be intimated about the call id for future tracking purpose.
- II. Every call received/done from the call centre would be recorded in the call centre application against the respective agent and Call id.
- III. To ensure Customer Service Quality, BOB, at its discretion, may conduct Regular audits, Random audits and call barging.

- IV. BOB may do a random sample survey of calls as well as listen to live calls without prior notification.
- V. If it is observed by the Bank that a agent/Team leader has misbehaved with a caller on telephone, or if complaint is received against any of the agent/Team leader or if his/her performance is found to be lacking in the opinion of the Bank, the Bank may instruct the bidder to remove such person from the Bank's Call Centre.
- VI. Additionally, it should be possible to remotely monitor performance on all SLAs/KPIs and also of all the applications provided by the system i.e. real time ACD statistics, calls in queue, number of FTEs logged in, number of FTEs abandoned answered calls, query of the call logs of a particular customer etc. by designated Call Centre Coordinator or Call Centre in-charge.

3.5. Monitoring and Reporting:

- I. Suitable reporting software should be available to generate standard report formats to measure/verify various SLAs, for monitoring the performance of FTEs, IVRS, ACD, etc. Bidder has to provide a portal for report viewing by the BOB or its designated vendor(s).
- II. Reports should also be available in common format like Excel, PDF, Word, etc. & should be configurable to be mailed to a defined mailing list.
- III. The successful bidder shall also assist the Bank in responding to queries and investigations initiated by the statutory bodies or law enforcement agencies as well as in fulfilling regulatory reporting requirements.
- IV. The Bidder and the Bank will mutually agree on the format of the reports to be submitted by the bidder to the Bank. If BOB requests the Bidder to provide customized reports, the Bidder will provide customized reports at no cost to the Bank. The following reports, but not limited to, must be provided by the Bidder:
 - Reports based on time period/ location wise/ office wise
 - Type of grievances/queries/demand/analysis location wise
 - Repeat request or complaints analysis
 - Call waiting time
 - Disposal rate through IVRS and FTE
 - Lost calls/ unanswered calls
 - System/position log on off or breakdowns
 - Call time (Average Talk Time/Hold Time/Handle Time)
 - Hourly call details
 - Complaints pending for more than defined time period
 - Calls Handled
 - Abandoned Call Rate
 - Delay Before Abandon (Average/ Longest)
 - Time for After Call Work (Wrap Up)
 - Staffing related Report
 - Call origination report (from MOA portal or toll free number)

- Other monthly MIS, SLA reports, number of FTEs logged in FTE wise, language wise, etc.
- Any other report as requested by BOB

4. Bank will provide:

Bank will provide premises with the following infrastructural facilities at the Call Centre Premises located in Dubai:

- a) Desktops
- b) Telephone
- c) Access to systems
- d) Call recording
- e) Required floor space
- f) Locker facility for the employees
- g) Lighting
- h) Air-conditioning
- i) Security systems - Access control system, CCTV with camera, provision of security guards, smoke detectors, fire detectors and other general security alert systems, etc.,
- j) Basic amenities
- k) Power connection with power back up
- l) Standard firefighting systems
- m) Workstations, cubicles, chairs, etc., constructed / provided to suit a typical Contact Centre.

5. Evaluation Criteria:

5.1. Objective of the Evaluation Process:

The objective of the evaluation process is to evaluate the bids to select an effective and best fit Service at a competitive price. The evaluation will be undertaken by BOB. BOB may consider recommendations made by external experts/consultants. The decision of BOB shall be final.

BOB 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 required format.

BOB may call for any clarifications/additional particulars required, if any, on the technical/commercial bids submitted. The bidder has to submit the clarifications/additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

The competitive bids shall be evaluated in the following stages:

- Stage 1 – Eligibility Criteria
- Stage 2 – Technical Bid (**Format available in Annexure 2**)

➤ Stage 3 – Commercial Bid **(Format available in Annexure 3)**

Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial evaluation.

Stage 1 – Evaluation of Eligibility Criteria

BOB will evaluate the Bidders on each criteria separately and satisfy itself beyond doubt on the Bidder’s ability / position to meet the criteria. Those Bidders who qualify on ALL the criteria will only be considered as “Qualified under Stage 1” of evaluation and will be considered for evaluation under Stage 2.

Those Bidders who do not qualify at this Stage 1 will not be considered for any further processing. BOB, therefore, requests that only those Bidders, who are sure of meeting all the eligibility criteria, respond to this RFP process.

Evaluation of eligibility criteria will be as per the information/ response provided by the bidder and the supporting documents as mentioned below.

Only those bidders who fulfil the criteria mentioned in the table below are eligible for technical evaluation. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

Sr No	Eligibility Criteria Requirements	Supporting required
1	The Bidder should be a Government Organization/Public/Partnership/Private limited company or subsidiary thereof.	Certificate of Incorporation / Trade License
2	The Bidder/Group Company/ Subsidiary/ Parental Company should have been in operation for at least 5 years as on date of RFP. In case the current Bidder Company is the result of a merger / acquisition, at least one of the merging companies should have been in operation for at least 5 years as on date of RFP.	Certificate of Incorporation / Trade License
3	The Bidder/Group Company/ Subsidiary/ Parental Company should be profitable in two out of last three financial years.	Audited Financial Statements for past 3 years Or Certificate from the chartered accountant
4	The bidder should not have been blacklisted by any Government entity in UAE as on the date of the RFP	Self-Declaration certified by authorized signatory of the bidder
5	The Bidder should have relevant experience of running a Call centre for other organizations in UAE	Copy of contract
6	Bidder should provide an undertaking for providing adequate data and information security	Undertaking for Data and Information and Security

Note:

- Bidders need to ensure compliance to all the eligibility criteria points.
- The decision of BOB shall be final and binding in this regard.
- The Bidders meeting the eligibility criteria will be shortlisted for the Phase 2 – Technical Proposal Evaluation.
- This evaluation will be carried out on a total score of 100 on the basis of the following

- Evaluation parameters defined in this section.
- The evaluation methodology is further broken down into sub areas as under.

S No	Evaluation Criteria	Description	Maximum Marks	Minimum passing marks
1	Relevant Experience	Evaluation of experience of managing Call Centre in UAE (total no of existing clients, no of banks as clients)	20	14
2	Presentation of proposal and solution walkthrough BOB	Presentation of proposal to BOB to gauge their understanding of BOB's expectation and product demonstration/ walkthrough of capabilities of the proposed Call Centre	40	20
3	Reference Site Feedback	Evaluation of Call Centre operations at reference call centre site through visits and interviews	20	13
4	Team Profile	Evaluation of Bidder's proposed team for the engagement including agents for multiple languages	20	13
Total			100	60

Any critical noncompliance/deviations may lead to disqualification of the Bidder. The scores will be evaluated taking as a whole number.

Bidders achieving the minimum passing mark for ALL of the individual evaluation activities from Sr. No. 1 to 4 will be considered eligible for Commercial evaluation process

The minimum qualifying aggregate technical score for Stage 2 will be 60% of total score for the technical evaluation. Only those bidders who qualify through the Stage 2 – Technical evaluation stage will be short listed for commercial evaluation.

Also BOB may, at its sole discretion, decide to seek more information from the bidders in order to normalize the bids. However, bidders will be notified separately, if such normalization exercise is resorted to.

Relevant Experience:

The bidder is required to provide documentary evidence of its relevant past experience for the various parameters identified in the table below.

S No	Past Experience	Score	Max Score
A	Managing Call Centre operations for inbound and/or outbound in UAE	-	10
	3 or more Clients	10	
	2 clients	7	

	1 client	5	
	No Client	0	
B	Managing Call Centre operations for any client in UAE with over 10 agents (for each client)	-	10
	3 or more Clients	10	
	2 clients	7	
	1 client	5	
	No Client	0	
Total			

Presentation of proposal and solution walkthrough BOB:

BoB will schedule the presentations and intimate the bidders of the time and locations. Failure of a bidder to complete a scheduled presentation may result in the rejection of that Bidder's proposal.

Reference Site Feedbacks:

The Bidder is required to provide particulars for clients as per the following requirements.

The Clients for which the bidder is providing services for Call Centre operations in UAE, for the following services,

- Inbound call handling for queries/requests/complaints handling and
- Outbound call handling for Grievance Redressal and query solving

BOB reserves the right to visit the same and include the same for evaluation.

Team Profile:

Responses received would be used for evaluating the bidder on the skills and experience of the proposed project team and in accordance with the requirements of this project.

The bidder is required to provide the governance structure/ escalation matrix and profile of all the key personals of the organization including the proposed FTEs who would support the project.

Stage 3 - Commercial Bid Evaluation

The bidders, who are technically compliant, shall be eligible for Phase-3 Commercial Bid Evaluation.

The Bidder shall use the format as Mentioned in Annexure 2: Commercial Bill of Material.

Commercial bid valuation shall be considered as below; in case of any kind of discrepancy:

- I. If there is a discrepancy between words and figures, the amount in words shall prevail.

- II. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
- I. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totalling the line items in the Bill of Materials will prevail.

6. Techno-commercial evaluation criteria

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 80% weightage and Commercial evaluation shall have 20% weightage. These weightages shall be taken into consideration for arriving at the Successful Firm. The evaluation methodologies vis-a-vis the weightages are as under:

Score will be calculated for all technically qualified Firms using the following formula:

$$S = (T/T \text{ High} \times 80) + (C \text{ Low}/C \times 20)$$

Where:

= Score of the Firm

= Technical score of the Firm

High = Highest Technical score among the Firms
C Low = Lowest Quote of C among the Firms

C = Quote as provided by the Firm (please refer to Annexure 7)

The Firm securing the highest score becomes the successful Firm

For example – There are three bidders A, B and C.

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula Marks of B / Marks of highest scorer A * 100.

Similarly Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by L1 bidder i.e., the lowest quote from all technically qualified bidders (say

as 100. Marks for other bidders will be calculated using the formula Commercial Score = Cost of L1 bidder / Cost quoted by bidder * 100.

A “Combined score” will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes with a weightage of 80% for the Technical Proposal and 20% for the Financial Proposal as described below.

The combined score is arrived at by adding Technical Score and Commercial Score.

The successful bidder will be the one who has highest Combined Score.

Sr No	Bidder	Technical Evaluation marks (T)	Nominal Bid Price in AED	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	71	95/95*80=80.0	60/71*20=16.9	80.0+16.9=96.9
2	B	85	65	85/95*80=71.6	60/65*20=18.5	71.6+18.5=90.1

3	C	60	60	$90/95 \times 80 = 75.8$	$60/60 \times 20 = 20.0$	$75.8 + 20.0 = 95.8$
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In the above example Bidder A with highest score becomes the successful bidder.

In case of more than one vender with equal highest score up to three decimal, then vender with highest (among those with highest equal score), technical marks will be considered for successful Bidder.

7. Payments terms, Service Level Agreement and Penalties:

7.1.1. Payment terms

The call centre payments will be paid on Quarterly basis after adjusting for penalty (if any) as per Call Centre Cost given by bidder. The Cost will be computed by multiplying the number of persons deployed every month (**language wise**) with that of cost of per person per month rate.

Bidder shall submit all the reports as mutually agreed between BOB team and bidder, after respective period before the payment of that period. These reports may include but not limited to:

- SLA Compliance Reports
- Inbound call details
- Outbound call details
- Staffing related Report
- Any other report as requested by BOB

The payment will be made after the go-live.

7.2. Service Level Agreements

Service disruption is defined as the events and parameters due to which Call Centre services are completely/partial unavailable for BOB's customers. The service disruption parameters are defined below:

S No	SLA Parameter	Target Performance	Description	Penalty #
Call Centre				
1	Call Queue Waiting time	90% calls	Measured as % of time call queue waiting time is more than 30 seconds. Call queue waiting time is the waiting time in Automatic Call Distributor (ACD) queue after pressing prescribed digit to talk to the FTE but before being answered by the FTE.	2
2	Call abandoned	99%	Measured as % of calls getting neglected by the Call Centre. Percentage of calls failed to taken by the Call Centre due to long waiting period	1

7.3. Penalties

A Penalty no. is mentioned in “**Penalty**” column of above table against each SLA. These numbers refer to S. No. in penalty table which is as follows.

- Penalty table includes penalty that would be levied on bidder on non-achievement of SLAs. Slabs have been created for each SLA and penalty would be imposed on bidder as per the SLA achievement/ non-achievement for the period under consideration.
- Penalties are mentioned as a percentage of components of cost, for example, support cost or call centre cost etc.
- Penalty would be deducted from the respective quarterly payment being made to bidder.

Penalty #	Penalty Description	
1	Penalty will be levied as per the following table : -	
	% Availability (call abandoned)	Penalty as % of the Monthly Payment towards Call Centre cost
	<99% & >=98%	0.5%
	< 98% & >= 96%	1%
	< 96% & >= 94%	2%
	For each additional drop of 1% in performance below 94%, 2% of Monthly payment will be levied as additional penalty.	
S No	Penalty Description	
2	Penalty will be levied as per the following table : -	
	% of calls attended within 30 seconds	Penalty as % of the Monthly Payment towards Call Centre cost
	>90% calls attended	Nil
	<90% & >= 85% calls attended	5%
	For each additional drop of 5% in performance below 85%, 10% of Monthly Payment will be levied as additional penalty.	

8. Instructions to Bidder:

8.1. Two Bid System

The RFP shall be in TWO parts – TECHNICAL BID [TB] & COMMERCIAL BID [CB]. Both the Bids must be submitted together in a single envelop super-scribing “**BOB Call Centre Management**”, but in two separate sealed covers, giving full particulars, addressed to The Chief Executive and duly super scribed as follows:

- BOB Call Centre Management – TECHNICAL BID
- BOB Call Centre Management – COMMERCIAL BID

8.2. Opening of Bids:

Bids received within the prescribed closing date and time will be opened on 23rd December, 2021 at 4:00 PM in presence of Bidders' representatives who choose to attend the opening of the RFP on the specified date and time as mentioned earlier in the RFP document.

The Bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought to BOB for verification.

9. Terms and conditions:

9.1. General:

9.1.1. General Terms:

The Bank expects the Firm to adhere to the terms of this RFP and would not accept any deviations to the same.

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

The Bank expects that the Firm appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank, preferably from a single point.

Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Firm responses would not be incorporated automatically in the RFP.

9.1.2. Rules for Responding to this RFP:

All responses received after the due date/time as mentioned in **"Key Information on the RFP Response Submission"** would be considered late and would be liable to be rejected.

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

All bid responses would be deemed to be irrevocable offers/proposals from the Firms unless otherwise accepted by the Bank and shall not form a part of the final contract. Unsigned responses would be treated as incomplete and are liable to be rejected.

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

The Firm may modify or withdraw its offer after submission, provided that, the Bank prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Firm subsequent to the closing date and time for submission of the offers.

It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required form at or partial submission of technical details.

In case of discrepancy in soft copy and hard copy of the bids, the Firm agrees that Bank will consider 'ORIGINAL' hard copy as final and it will be binding on the Firm. The Bank in this case may also reject the offer outright.

The RFP shall deem to be a binding contract between the Bank and the bidder. The firm at no point of time can excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Firm shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

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 the Bank's discretion:

- a) Bids submitted by the holding Firm and its subsidiary
- b) Bids submitted by two or more Firms/ Partnership firms/ LLPs having common partners
- c) Bids submitted by two or more firms in the same group of promoters/ management
- d) Any other bid in the sole discretion of the Bank is in the nature of multiple bids.

9.1.3. Price Bids:

The firm is expected to quote Price in AED Dirhams for the professional services including VAT. It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fee and applicable VAT. The Bank will pay the VAT as per the rate applicable at the time of making payment. The firm shall take into account all conditions and difficulties that may be encountered during the course of assignment while quoting their fee.

9.1.4. Others:

Bank reserves the right to withdraw this RFP / cancel entire selection process at any time / stage without assigning any reason.

Bank also reserves the right to change/add any terms and conditions of the RFP by issuing addendum/corrigendum and putting it on its website.

If there are conflicting points in the RFP, the Bank reserves the right to take a position on the conflicting issue which will be binding on the selected Bidder any time during the period of contract. No appeal will be entertained.

No Commitment to Accept Lowest bid or any bid – bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.

Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services.

Failure of the Bank to select a Firm shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.

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

The terms and conditions as specified in the RFP and addendums (if any which will be notified on the Bank's website (<https://www.bankofbarodauae.ae>) thereafter are final and binding on the Firms. In the event the Firm is not willing to accept the terms and conditions of the Bank, the Firm may be disqualified. Any additional or different terms and conditions proposed by the Firm would be rejected unless expressly accepted by the Bank in writing.

The selected Firm must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Firm's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Firm's inability to meet the established delivery dates or any other reasons attributing to the Firm then that Firm will be responsible to compensate for any re-procurement costs suffered by the Bank.

The Firm represents that the Technical Proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the firm at no additional cost to the Bank.

The Firm also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Firm of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Firm to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

All terms and conditions, payments schedules, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the Firm. The Bank shall not be responsible for any judgments made by the Firm with respect to any aspect of the Service. The Firm shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this RFP.

The Bank and the Firm covenants and represents to the other Party the following:

- a) It is duly incorporated, validly existing and in good standing under the laws of the state in which such Party is incorporated.

- b) It has the legal capacity 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.

The execution, delivery and performance under an Agreement by such Party:

- a) Will not violate or contravene any provision of its documents of incorporation;
- b) 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;
- c) 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;
- d) 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.

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

The Bank would not assume any expenses incurred by the Firm in preparation of the response to this RFP and also would not return the proposal documents to the Firms

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

9.1.5. Other RFP Requirements:

This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent addendums as it deems necessary at its sole discretion.

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

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

Firms shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have prior to finalizing their responses. All questions are to be submitted to the RFP Coordinator mentioned in "**Key Information on the RFP Response Submission**", 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 Bank's website in the form of addendum to the RFP or through electronic mail; the preference for distribution would be with the Bank. The Firm, who posed the question, will remain anonymous.

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

Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Firms for clarification of their offer. The Bank has the right to disqualify the Firm whose clarification is found not suitable to the proposed assignment.

No Commitment to Accept Lowest Financial Proposal by value for this RFP – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of the contract. The Bank will not be obliged to meet and have discussions with any Firm, and/ or to listen to any representations unless there is change in the terms and conditions of the contract.

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

Fixed price– The Financial Proposal shall contain the commercial bid which shall be on a fixed fee basis including professional fee and VAT as applicable.

Right to Alter Scope – The Bank reserves the right to alter the requirements specified in the RFP. The Bank also reserves the right to add/ modify/ delete one or more units from the list of items specified as part of the requirements for the period of the contract prior to the last dates of submission of the bid. Further the Firm agrees that the prices quoted by the Firm would be proportionately adjusted with such additions/ modifications/ deletions in scope.

If the Bank is not satisfied with the specifications as specified in the RFP and observes major deviations, the proposals of such Bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such Bidders in respect of the proposal submission.

The Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any Patent, Trade Marks, Copyrights etc. or such other statutory infringements under all the prevailing laws in respect of deliverables/ output/ material supplied by them to the Bank from whatsoever source, provided the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim.

The selected Bidder shall perform its obligations under this RFP as an independent contractor to the Bank, and shall not be permitted to engage any subcontractors to perform any of the Deliverables or Services. Neither this RFP nor the Bidder's performance of obligations under this RFP shall create an association, partnership, joint venture, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party unless expressly agreed between the parties in writing.

The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to labor benefits provided under the laws of UAE, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns / statutory cost 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.

9.1.6. Contract Commitment:

The Bank intends that the contract commitment, which is contemplated herein in clause 1.1 of this RFP document with the successful Firms, shall be for a period as defined by the Bank as per the specifications contained in this RFP.

9.1.7. Payment Terms:

The invoicing for the services rendered for this RFP would be made to the firm on a monthly basis.

9.1.8. Sub-contracting:

Sub-contracting is not permitted.

10. General Terms and Conditions

9.1. Dispute Resolution

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

If the Bank's project manager/ Co-ordinator and the Firm project manager/ director/ Partner 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 Firm and the Bank respectively.

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

Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this contract or arising therefrom or related thereto in any manner whatsoever, shall be settled by arbitration in accordance with the provisions set forth under the DIAC Arbitration Rules ("the Rules"), by one or more arbitrators appointed in compliance with the Rules.

- The number of arbitrators shall be one (1)
- Place of arbitration shall be Dubai
- Language of arbitration shall be in English

9.2. Governing Laws:

The RFP and subsequent contract shall be governed and construed and enforced in accordance with the laws of UAE, 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 Dubai, UAE shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

9.3. 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 to the registered email 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 weekends 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.

9.4. Performance Guarantee:

The successful vendor shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier to the extent of 5% of the total annual contract value plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a local Bank in UAE, other than Bank of Baroda.

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

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

If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order/ contract and the earnest money deposit taken from the vendor, will be forfeited. The bidder will have the option to provide the fixed deposit to the extent of Performance Guarantee.

9.5. Force Majeure

The Firm 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 Firm and not involving the Firm's fault or negligence and not foreseeable.

If a Force Majeure situation arises, the Firm shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Firm shall continue to perform Firm's obligations under this Agreement as far as is reasonably

practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

9.10. Assignment

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

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP 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 Firm under this RFP.

9.11. 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 RFP 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 RFP 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.

9.12. Confidentiality

Separate Non-Disclosure Agreement (NDA) will be signed by successful bidder.

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

9.13. Termination

The Bank shall have the option to terminate subsequent agreement and/ or any particular order, in whole or in part by giving Firm at least 90 days prior notice in writing. It is clarified that the Firm shall not terminate this RFP & the subsequent Agreement for convenience.

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

- Such breach is not cured within forty five (45) Days after Bank gives written notice; or
- If such breach is not of the type that could be cured within forty five (45) Days, failure by Firm to provide Bank, within forty five (45) Days, with a reasonable plan to cure such breach, which is acceptable to the Bank.

The Firm understands the strategic importance of this Assignment and that it would require tremendous commitment of technical resources for the same from the Firm for the tenure of this RFP and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this RFP and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3) months. During this period, the Firm shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement and shall maintain the agreed Service levels.

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

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

- All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this RFP and subsequent Agreement: The rights granted to the Firm shall immediately be terminated.

- Upon the Bank's request in writing, the Firm shall be under an obligation to transfer to the Bank or its designee(s) the Deliverables being used by the Firm to perform the
- Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

9.14. Publicity

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

9.15. Solicitation of Employees

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

9.16. Inspection of Records

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

9.17. Compliance with Laws

The Firm shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing 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 RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank 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 with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the Firm.

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

The Firm is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

9.18. Order Cancellation

The Bank will provide the selected Firm a remedy period of 45 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected Firm through a letter or mail correspondence. The 45 day time period will commence from the day the Bank has sent such correspondence to the selected Firm.

The Bank 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 the Bank alone:

- Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful Firm.
- Discrepancy in the quality of service/ security expected during the implementation, rollout and subsequent maintenance process.
- Failure of the Firm make good the situation within the remedy period
- The selected Firm commits a breach of any of the terms and conditions of the RFP/ contract.
- The selected Firm 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.

9.19. Indemnity

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

- The Bank’s authorized/ bona fide use of the Deliverables and /or the Services provided by the Firm under this RFP; and/or
- an act or omission of the Firm and/or its employees, in performance of the obligations under this RFP; and/or
- claims made by employees who are deployed by the Firm, against the Bank; and/or claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Firm to its employees
- 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 Firm under this RFP; and/or
- any or all Deliverables or Services infringing any patent, trade marks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Firm contained in this RFP; and/or
- Negligence or gross misconduct attributable to the Firm or its employees.

Indemnity would cover damages, loss or liabilities actually suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Firm which is limited to the contract value /total fee quote.

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

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

9.20. Corrupt and Fraudulent Practices

It is required that Firms/ 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 the Bank and

includes collusive practice among Firms (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Firm recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a Firm ineligible, either indefinitely or for a stated period of time as per the Bank's discretion, 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.

9.21. Violation of Terms

The Bank shall be entitled to an injunction, restraining order, suit for damages and cost, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Firm from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

9.22. Authorized Signatory

The selected Firm shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Firm shall submit, at the time of signing the contract, a letter signed by all the partners, authorizing an official or officials of the Firm or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Firms shall furnish proof of signature identification for above purposes as required by the Bank.

9.23. Non-Disclosure Agreement

The selected Firm shall execute a Non-Disclosure Agreement (NDA) and Service level agreement (SLA). The selected Firm shall execute the NDA & SLA within 30 days from the date of acceptance of letter of appointment.

9.24. Right to Reject Proposals

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

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not properly or duly signed.
- It is received through e mail / 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.

9.25. Limitation of Liability

1. The Firm's aggregate liability, in connection with obligations undertaken as a part of this Assignment, whether arising under this assignment regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), other than the circumstances mentioned in the Para 2 of this clause, shall be limited to the total contract value/total fee quote..
2. The Firm's liability in case of claims against the Bank resulting from its wilful misconduct or gross negligence, or loss suffered by Bank due to damage to real or tangible or intangible property by Service Provider, its employees and/ or subcontractors or loss suffered by Bank, due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations committed by the Firm shall be actual.
3. Under no circumstances, Bank shall be liable to the Firm for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages.

9.26. Insurance & Penalties:

The Firm should obtain Professional Liability Insurance to cover the risk of errors, omissions and/or negligence in conducting the Call Centre activity. The policy should cover the total contract value/total fee quote. The firm has to submit to the Bank the Insurance documents for its records.

- a) The Call Centre Outsourcing Vendor shall indemnify the Bank against all actions, omissions, proceedings, claims, suits, damages, liquidated damages, consequential damages and any other expenses for causes attributable to the Bank including any loss suffered on account of any breach of the terms and conditions of the offer of the appointment. Firm shall be liable for the penalty to the extent of actual loss suffered by the bank or the total professional fee payable/ total contract value whichever is lower.
- b) If the performance is found wanting, then the services of the Call Centre Outsourcing Vendor shall be terminated / blacklisted with due intimation at the discretion of the Bank and such Call Centre Outsourcing Vendor stand de-empanelled. This is without prejudice to referring the issues to the professional body (CBUAE) and also claims damages for such unsatisfactory service, whatsoever by the firm or any of its employees.
- c) The Call Centre Outsourcing Vendor shall follow the time norms for completing the Call centre activities and submitting the Report relating to the Call centre performance to the Bank's Zonal office located at Dubai, UAE. If there is any delay in submission of the report or the report is wanting in material aspect 10% of the monthly Fee will be deducted without any further reference to the Call Centre Outsourcing Vendor till the deficiency continues. The decision of BOB's Chief Executive shall be final in this regard.

9.27. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisors disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or

damage, (Whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisors.

Annexure: 1

Pre Bid Query Format

If a bidder desires to respond to RFP for Implementation of Call Centre for BOB, however they require any clarifications on the points mentioned in the RFP, they can send their clarifications via email to Head of Complaint Monitoring Cell on the following email address consumerprotection.uae@bankofbaroda.com in the below format.

All questions received before the last Date and time for submission of Pre- Bid Queries stipulated in the RFP will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (**identity**) of the bidder seeking points of clarification will not be revealed. Alternatively, BOB may at its discretion, answer all such queries in the Pre-bid meeting.

S. No	Page No	Section point No	RFP Clause	Remarks

Place:

Date:
bidder)

(Seal and Signature of the

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

Annexure: 2**TECHNICAL BID****Application for Call Centre Management in Bank of Baroda, UAE**

1	Name of Organization	
2	Address with Phone No.	
3	Year of Establishment	
4	Status of Firm (Co. / Firm / Proprietor)	
5	Name of Director / Partner / Proprietor	
6	Previous experience in handling Call Centre Operations related to Banking sector	
7	Furnish copy of balance sheet, Profit & Loss a/c & latest returns for past 3 years.	
8	Total no of existing clients	
9	No of Clients the company is managing Call Centre operations in UAE with over 10 agents (for each client)	
10	Details of existing clients (Reference and feedback purpose)	
11	Proposed Team Profile	

Declaration:

1. We confirm that we will abide by all the Terms and Conditions contained in the RFP
2. We hereby unconditionally accept that Bank of Baroda can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank of Baroda observes any misrepresentation of facts on any matter at any stage, Bank of Baroda has the absolute right to reject the proposal and disqualify us from the selection process.

Place:

Date:

(Seal and Signature of the bidder)

Annexure: 3**COMMERCIAL BID****Application for Call Centre Management in Bank of Baroda, UAE**

1	Name of Organization	
2	Address with Phone No.	
3	Year of Establishment	
4	Status of Firm (Co. / Firm / Proprietor)	
5	English/Arabic/Hindi agents	Yes/No
	Operational 24/7 & Public Holidays	Yes/No
	Generation Monthly Call report	Yes/No
	Ongoing Training	Yes/No
	Quality assurance- call monitoring	Yes/No
	Total No of Agents recommended	
	Cost Per Agent (Monthly)	AED
	Supervisor Cost (Monthly)	AED
	Quality Analysis (Monthly)	AED
	One Time Setup Charge	AED
	Monthly Project Management Charges	AED
	Total Monthly Cost + VAT	AED
	Total Annual Cost + VAT	AED

Place:

Date:

(Seal and Signature of the bidder)

