

REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF SERVICE PROVIDER FOR PROVIDING
AUTHENTICATION CONTROL SERVER (ACS) SERVICES
FOR DEBIT CARD ONLINE TRANSACTIONS

Bank of Baroda
Digital Group,
5th Floor, Baroda House,
Behind Dewan Shopping Centre,
S V Road, Jogeshwari (West)
Mumbai – 400 102
RFP Reference No: BCC:DIGITAL:DOG:DCOT:114:364
Date: 19/05/2022

Important Dates / Schedule of activities

Sr. No.	Particulars	Date & Time
1	RFP issuance date	19/05/2022
2	Last date of submission of any query /reporting any Error	23/05/2022
3	Pre-bid meeting date	27/05/2022
4	Last date of submission of BIDs	20/06/2022 3:00 PM
5	Date of opening of Eligibility cum Technical Bid Venue	21/06/2022 3:00 PM Bank of Baroda Digital Banking Department, 5th Floor, Baroda House, Behind Dewan Shopping Centre, S V Road, Jogeshwari (West) Mumbai – 400 102
6	Announcement of technical bid qualifiers and opening of commercial bid	Bank shall advise the technically qualified bidders indicating the date, time and place for opening of the Commercial bids

Note: The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website www.bankofbaroda.com under Tender Section for any changes / addendums to the above schedule and/or any other changes to this RFP. Bank would not be responsible for any delayed/lack of update directly to the bidder. Bidders to confirm with Bank the time and venue -1- day prior to any of the above event.

Eligibility cum Technical bids will be opened in the presence of the bidder's representatives who choose to attend the opening of eligibility cum technical bid. No separate communication shall be sent in this regard. Subsequently, the Bank will evaluate the eligibility cum Technical Bids and the bidders shall be suitably intimated about outcome, after evaluation.

Commercial bids will be opened in the presence of the bidder's representatives, desirous to attend and are found qualified upon evaluation of the eligibility and technical bid by Bank.

Important Clarifications:

1. 'Bank' means 'Bank of Baroda'
2. 'Vendor' or 'Service Provider' means the selected bidder of the RFP.
3. 'RFP' or 'Tender' means this Request for Proposal.
4. 'Recipient' or 'Respondent' or 'Bidder' or 'Vendor' or 'Service Provider' means who responds/submits BID in response to this RFP issued by Bank.
5. Proposal/Bid/Offer means response to RFP document submitted by Recipient to the Bank

Abbreviations:

Sr. No.	Abbreviation	Expansion
1	BOB	Bank of Baroda
2	EMD	Earnest Money Deposit / Bid Security
3	INR	Indian Rupee
4	MIS	Management Information System
5	SLA	Service Level Agreement
6	NDA	Non-disclosure Agreement

Clauses for Tenders as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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

Section Reference	Particulars	Page No.
Section 1	Introduction and Disclaimer	
1	Introduction	8
1.1	Information Provided	8
1.2	Recipients	9
1.3	Confidentiality	9
1.4	Disclaimer	9
1.5	Costs Borne by Respondents	9
1.6	No Legal Relationship	9
1.7	Recipients Obligation to Inform Itself	9
1.8	Evaluation of Offers	10
1.9	Contractual Commitment	10
1.10	Code of Conduct	10
1.11	Errors and Omissions	10
1.12	Acceptance of Terms	10
1.13	Information Confidentiality	11
1.14	Disqualification	11
Section 2	Lodgment of RFP	
2.1	RFP Response guidelines	12
2.2	Related Parties	19
2.3	Registration of RFP Submission	19
2.4	Late RFP Submission Policy	19
2.5	Notification	20
Section 3	Bid Security, Performance Bank Guarantee and General Terms & Conditions	
3.1	Bid Security, Cost of RFP, Performance Bank Guarantee	21
3.1.1	Bid Security / Earnest Money Deposit (EMD)	21
3.1.2	Cost of RFP(Application money/Bid fee)	21
3.1.3	Exemption for application fees and EMD	21
3.1.4	Performance Bank Guarantee	22
3.2	General Terms and Conditions	22
3.2.1	Adherence to Terms and Conditions	22
3.2.2	Execution of Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA)	22
3.2.3	Other Terms and Conditions	23
3.2.4	Escalation Matrix	23
3.2.5	Professionalism	23
3.2.6	Expenses	23
3.2.7	Confidentiality	23
3.2.8	Indemnity	24
3.2.9	Dispute Resolution	25
3.2.10	Force Majeure	25
3.2.11	Limitation of Liability	26
3.2.12	Penalties and Liquidity Damages	27

Section Reference	Particulars	Page No.
3.2.13	Waiver	27
3.2.14	Governing Law	27
3.2.15	Compliance with laws	27
3.2.16	Setoff	28
3.2.17	Corrupt and Fraudulent Practices	28
3.2.18	Violation of Terms	29
3.2.19	Authorized Signatory	29
3.2.20	Assignment	29
3.2.21	Audit and Inspection	30
3.2.22	Visitorial Rights	30
3.2.23	Non –Exclusivity	30
3.2.24	Publicity	30
3.2.25	Others	31
Section 4	Eligibility Criteria, Scope of Work, Evaluation Methodology, Period etc.	
4.1	Eligibility Criteria	33
4.2	Scope of work	34
4.3	Period of Contract	40
4.4	Evaluation Methodology	40
4.5	Payment Terms	45
4.6	Work Order	46
4.7	Governance Structure	46
4.8	Solicitation of Employees	46
4.9	Termination	46
4.10	Effect of Termination	48
4.11	Intellectual property rights	48
4.12	Due diligence on employees before appointment & Staff Retention Program	49
4.13	Insurance Coverage	49
4.14	Grievance Redressal	49
4.15	No outsourcing by vendor	49
Annexure – A	RFP Application	51
Annexure – B	Reference Details	61
Annexure – C	Compliance Certificate	62
Annexure – D	Format of Bank Guarantee for BID Security	63
Annexure – E	Pre-contract Integrity Pact	65
Annexure – F	Non-Disclosure Agreement	72
Annexure – G	Commercial Bid	75
Annexure – H	Declaration/Undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure	76

Section 1: Introduction and Disclaimer

1. Introduction

Bank of Baroda (“the Bank”) is one of the largest Public Sector Bank in India, having network of 8,185 branches and international presence in 26 countries across globe. As the Bank’s operations are fully automated, the customers of the Bank are using various alternate delivery channels offered by the Bank.

Bank of Baroda, its three affiliated Regional Rural Banks (RRB) and some of the Bank’s overseas territories have been issuing debit cards to its customers under various schemes such as RuPay, VISA and MasterCard. Bank’s active debit card base is 7.10 Crores. Bank uses RuPay PaySecure, Verified by Visa (VbV) and MasterCard SecureCode Authentication Control Server services for Second Factor Authentication and Security of Online/ e-commerce transactions initiated through debit cards.

To continue facilitating its customers enjoy secured online ecommerce transactions, Bank wishes to select service provider for providing ACS services (RuPay PaySecure, Verified by Visa (VbV) and MasterCard SecureCode) for debit card online transactions as per the Terms & Conditions, Technical Specifications and Scope of Work described in this document.

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda in **Selection of service provider for providing Authentication Control Server services for debit card online transactions.**

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the supply and services. The provision of the supply and services is subject to observance of selection process and appropriate documentation being agreed between Bank and the successful bidder as identified by the Bank, after completion of the selection process as detailed in this document.

1.1. Information Provided

The RFP document contains statements derived from information believed to be 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 supply and services. Neither the Bank nor any of its employees, agents, contractors or advisers give any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this RFP document.

1.2. Recipients

The RFP document is intended for the information of the party (ies) to whom it is issued (“**the Recipient**” or “**the Respondent**”) and no other person or organization.

1.3. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted or made available by the Recipient to any other party without Bank's express written permission. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to the Bank. The Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document received is subject to the same terms and conditions as original and subject to the same confidentiality undertaking.

1.4. Disclaimer

Subject to any law to the contrary and to the maximum extent permitted by law, the Bank and its officers, employees, contractors, agents and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of the Bank or any of its officers, employees, contractors, agents or advisors.

The Bank and its officers, employees, contractors, agents and advisors disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be the copyright material or any other Intellectual Property of a third party who may claim ownership of the same.

1.5. Costs Borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses to this RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations etc. and providing any additional information required by the Bank, shall be borne entirely and exclusively by the Respondent.

1.6. No Legal Relationship

No binding legal relationship will exist between any of the Respondents and the Bank until execution of a contractual agreement by duly authorized signatory of the Bank and the bidder.

1.7. Recipients' Obligation to Inform Itself

It is the Recipient's responsibility to conduct necessary investigation and an analysis regarding any information contained in this RFP document and the meaning and impact of that information.

1.8. Evaluation of Offers

Indicative evaluation process has been specified in Section 4 of this document. However, as a condition of responding, each Recipient acknowledges and accepts that the Bank in its absolute

discretion may apply whatever selection criteria it deems appropriate in finalizing the vendor.

1.9. Contractual commitment

Should the Recipient be awarded the contract, the contents of its Response to RFP, including any material submitted in the Response to RFP, will be incorporated by reference or integrated as obligations in the formal Service contract and / or Service Level Agreement (SLA), to be drafted by Bank.

1.10. Code of Conduct

It is the objective of Bank of Baroda to obtain the best services possible by giving fair and impartial consideration to all recipients invited to accept RFP for submitting Response to RFP. Every potential Recipient will be considered on fair and equal basis.

1.11. Errors and Omissions

Each Recipient should notify the Bank of any error, omission or discrepancy found in this RFP document. Notification should be made to contact details provided in Section 2.1.n—Clarification on RFP document.

1.12. Acceptance of Terms

The purpose of this RFP is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the RFP. Though the RFP has been prepared with sufficient care and diligence with an endeavor to provide all required information to the potential Bidders, Bank acknowledges the fact that the potential Bidders may require more information than what has been provided in the RFP. Accordingly, in such cases, the potential Bidder(s) may seek additional information/clarification required from Bank. Bank reserves the right to provide such additional information/ clarification at its sole discretion either one to one basis to the bidder or clarify it to all the potential bidders as deem fit. In order to respond to the RFP, if required, and with the prior permission of Bank, each Bidder may conduct their own study and analysis, as may be necessary, at their own cost and expense ensuring they adhere to the timelines mentioned in the RFP. No additional time will be provided to Bidders to undertake analysis or study.

Bank makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim by any bidder or any potential Bidder may make in case of failure to understand the requirement and respond to the RFP.

Bank may, in its absolute discretion, but without being under any obligation to do so, update, amend, replace, modify or supplement the information given in the RFP and specify additional requirements or cancel the RFP at any time without assigning any reason thereof and without any prior notice.

The recipient of the RFP must apply its judgment, care and conduct its own investigation and analysis regarding any information contained in the RFP document including but not limited to

the scope of work, Deliverables and timelines, etc.

It is the Bidder's responsibility to:

- properly understand and examine the RFP;
- examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
- satisfy itself as to the completeness, correctness and sufficiency of its response;

A recipient will, by responding to the Bank's RFP with a submission, be deemed to have accepted all the Terms & Conditions as stated in this RFP document in totality without any condition whatsoever.

1.13. Information Confidentiality

The information contained in this RFP is strictly confidential. The Bidder shall not share this information with any other person/party not connected with responding to the RFP or even with other potential Bidders. The information contained in this RFP or subsequently provided to Bidder(s), whether verbally or in writing by or on behalf of Bank shall be subject to the terms and conditions set out in this RFP and any other terms and conditions subject to which such information is provided.

1.14. Disqualification

Any form of canvassing/lobbying/influencing/cartelization, etc. by the Bidder may result in disqualification of such Bidder/s.

Section 2: Lodgment of RFP

The response to RFP shall contain the following envelopes (as per Annexure A & G) separately:

1. First envelope **“Eligibility cum Technical Proposal”**
2. Second envelope **“Commercial Proposal”**

All the aforesaid documents are to be submitted at once at the time of Bid submission. A submission in a different manner, including a submission through Fax or Email, will not be accepted by the Bank and will be summarily rejected.

2.1. RFP Response guidelines

- a) All responses received after the due date/time would be considered late and are liable to be rejected.
- b) All bid responses should be in English language.
- c) All responses including commercial and technical bids would be deemed to be irrevocable offers/ proposals from the Bidders and may if accepted by the Bank, form part of the final contract between the Bank and the selected Bidder.
- d) Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- e) Any Eligibility cum technical or commercial bid, submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.
- f) The Bidder 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 and revised bid or withdrawal for submission of offers.
No offer can be modified/ withdrawn by the bidder, subsequent to the closing date and time for submission of offers.
- g) By submitting a proposal, the Bidder agrees to promptly enter into an agreement with Bank for any work awarded to the Bidder. Failure on the part of the selected Bidder to execute a valid agreement with Bank within 15 days of receiving the work order will relieve Bank of any obligation to the Bidder, and the Bank will be at liberty to select another Bidder based on the selection process of Bank.
- h) By submitting the bid, the Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all applications, hardware, software, utilities, manpower to be deployed by bidder in response to this RFP shall meet the proposed Service requirements of the Bank and industry standards. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with

this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to Bank. The Bidder also acknowledges that Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the selected Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, Bank expects the selected Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank in writing, shall form a part of the final contract.

i) All RFP response documents would become the property of the Bank and the Bank also would not return the bid documents to the Bidders.

j) Erasures or Alterations – The offers containing erasures or alterations may not be considered. Unavoidable corrections or alterations, if any, should be authenticated. In case of the corrections/alteration are not properly authenticated, the offer shall be rejected.

k) There should be no hand-written material, corrections or alterations in the offer. Requested details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual/ annexure” is not acceptable. Bank may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.

l) **Numbering of Pages**

All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a serial along with proper index. The numbering shall be done separately for Eligibility cum Technical Bid and Commercial Bid/s, and not section-wise.

m) **Authorized Signatory**

The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India. The Bidder's authorized signatory will authenticate under his/her sign and seal, each page of the bid in original and photocopies including brochures/ pamphlets/ write-up etc.

n) **Clarification on RFP Document**

1. The Bidder shall carefully examine and understand the specifications /conditions of RFP, intent of the RFP and seek clarifications, if required, to ensure that they have understood all requirements/ specifications/conditions/intent of RFP.
2. Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP, prior to finalizing their responses. All questions are to be submitted to the Bank at e-mail address debitcard.bcc@bankofbaroda.com, not later than the query submission date mentioned in this RFP and as advised by Bank from time to time.

3. The Bidder in all such cases must seek clarification in writing in the same serial order as that of RFP by mentioning relevant page number and clause number of RFP on or before the timeline prescribed in this RFP under “Schedule of activities”

Respondents are required to direct their communication towards clarification/additional information, errors and omission related to this RFP to:

**To,
The Assistant General Manager,
Digital Operations Group,
5th Floor, Baroda House,
Behind Dewan Shopping Centre,
S V Road, Jogeshwari (West)
Mumbai – 400 102**

Bidder should use the following format for their above-said communication -
Name of the Respondent/Bidder:

Date:

Contact Person from Respondent/Bidder in case of need: Name:

Designation: email ID:

Tel / Mobile No:

Sr. No.	Page No. of RFP	Clause No	Original RFP Clause	Bidder's Query
1				
2				
..				

All queries/clarifications requested must be in writing and should be forwarded by the authorized person of bidder in the above format in MS-EXCEL work book. The queries to be e-mailed to: debitcard.bcc@bankofbaroda.com with the queries enclosed as attachment in above mentioned format.

Bank shall not answer any communication initiated by respondents after the last date of query submission. Bank may in its absolute discretion seek additional information or document from any respondents after the RFP closes for supplementary information and better evaluation. All such information and document provided will form part of that Respondent's response.

Bank is not bound to reply to queries not pertaining to this RFP. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all bidders.

o) Validity of Bids

The bids shall remain valid for a period of 180 days from the last date of submission of bids to the Bank.

p) Submission of Bids

1. The response should be submitted on or before the last date & time of submission mentioned in "Schedule of Activities". If the last date of submission of RFP response is declared as a holiday for any reason then the last date for submission of RFP response will fall on the next working day. Documentary proof, wherever required, in terms of the RFP should be enclosed.
2. The Bids/ Proposals should be complete in all respects and contain all information asked for in this document. It is mandatory to submit the details in prescribed formats duly filled in, as part of the offer. The Bank, at its discretion, may not evaluate a bid in case of non-submission or partial submission of details. The proposal must be submitted in an organized and structured manner and no brochures/leaflets etc. should be submitted in loose form.
3. All envelopes should be securely sealed and stamped.
4. For participation in the opening of eligibility cum technical and commercial bid, the Bidders' representatives are required to carry authorization letter from the ir authorized signatories, if the person attending the bid opening process is other than the authorized signatory.
5. The bid should constitute two separate parts. The response should be organized and submitted in the following manner:

Part I - Eligibility cum Technical Bid:

The Eligibility cum technical Bid containing the response to requirements for the services and other applications is to be sealed in a separate envelope super scribed on the top of the envelope as "**Eligibility cum Technical bid for RFP for selection of service provider for providing Authentication Control Server services for Debit Card online transactions**"

Eligibility cum Technical Bid must contain hardcopies of:

1. Duly filled in Covering letter, eligibility criteria compliance, other information as detailed in Annexure A including supporting credentials/ letters/testimonials from relevant organizations or copies of documentation from clients or purchase order copies certifying compliance. Non- compliance of even one condition mentioned in the eligibility criteria may render the bid ineligible. Hence, Bidder is required to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in Annexure A. In case any credential detail mentioned in Annexure A is not accompanied by relevant proof documents, the said Bid offer will not be considered for evaluation. There is no restriction on the number of credentials a Bidder can submit.

2. This bid must contain Demand Draft of Rs. 25,000 (Rupees Twenty five thousands only) towards application fee (non-refundable).
3. Reference Details - Annexure B
4. Compliance of RFP terms and conditions -Annexure C
5. Bid Security (EMD)–Demand Draft/ Bank Guarantee towards EMD as per annexure D for Rs.25,00,000 (Rupees Twenty Five Lacs only)
6. Integrity Pact (IP) as per Annexure E which will be also signed by Bank’s representative.
7. Non-Disclosure Agreement (NDA) as per annexure F.
8. Letter with details of authorized signatories/Power of Attorney’s in the name of the authorized signatories who can represent Bidder with regard to the obligations under the RFP or contract.
9. Unpriced Commercial template as per annexure G: The Bidder should also include the masked (without prices) commercial bid in the Eligibility cum technical bid. The masked commercial bid which would be submitted as part of the Eligibility cum Technical bid should contain price "XX" instead of actual price for all the line items. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not the Pro - forma/format of the Commercial Offer as per Annexure G in the RFP.
10. **Under no circumstances the actual commercial bid (without masking) should be kept in Eligibility cum Technical Bid envelopes. The placement of hard copy of commercial bid in eligibility cum technical bid envelopes will make the bid liable for rejection.** However, commercial bid with duly masked prices need to be placed in Eligibility cum Technical bid.

Electronic copy in (1)Microsoft Office on CD and (2) Adobe .pdf non -editable / password protected on CD) must be submitted to the Bank in a sealed master envelope super scribing “Selection of service provider for providing Authentication Control Server Services for Debit Card Online Transactions” along-with the complete set of hardcopy.

It should be noted that in case of any discrepancy in information submitted by the bidder in hard- copy and soft-copy, the hard-copy shall be given precedence and will form the basis of evaluation and final selection. However, in case of non-submission of any hard copy document, if the same is found submitted in the soft -copy, Bank reserves right to accept the same at its absolute discretion.

Part II – Commercial Proposal

The bidder will be required to submit commercial bid as a part of the bid submission. The Commercial Bid containing the response sealed in a separate Envelope superscripted on the top of the cover as “**Commercial Bid for Selection of service provider for providing Authentication Control Server Services for debit card online transactions**” as per annexure G.

Commercial proposal should give all the relevant price information. No information should be kept blank. Offer should be in strict conformity with the format as given in

Annexure–G.

Please note as under:

1. The best and firm price should only be quoted (as per annexure G)
2. The Bidder must quote commercials in Indian Rupees ('INR') only up to maximum three decimal places. Bids in currencies other than INR may not be considered.
3. The prices and other terms offered by the bidder must be firm for an acceptance period of 180 days from the last date for submission of offer document to the Bank.
4. The prices quoted should be exclusive of all Taxes, like GST and levies i.e. Octroi, Local Body Tax, Entry Tax etc. which shall be reimbursed/ paid as per applicable rates or on producing original receipts. In case the Bidder is enjoying any Tax exemption for any particular component or components and if the tax exemption ceases during the tenure of contract, Bank shall not pay the exempted tax component which is levied due to cessation of exemption.
5. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the Vendor. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of vendor's proposal shall be passed on or adjusted to the Bank. If the Vendor makes any conditional or vague offers, without conforming to these guidelines, the Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies
6. There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non - responsive and will be rejected.
7. The prices offered shall be on a fixed price basis and should not be linked to variables like foreign exchange rate etc. The Bank shall not be responsible for any fluctuations in exchange rate or any other expenses factored in the pricing till the validity period of the contract.
8. The price should be uniform throughout the tenure of the contract. Bid submitted with adjustable price quotation will be treated as non -responsive and will be rejected.
9. The Bidders are required to quote for all the line items as per annexure G (Commercial Bid).
10. The Bank ascertains and concludes that everything as mentioned in the RFP documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidders.
11. It will be responsibility and liability of the selected bidder to levy applicable Taxes & duties in terms of Government guidelines from time to time. All taxes should

- be mentioned at the prevailing rates at the time of bid submission. Any variations in the taxes quoted by the Bidder which are not in line with the applicable rates prevailing for such supply /services may entail rejection of the Bidder's proposal.
12. There shall not be any separate charges payable by the Bank to the selected bidder for activity for certification/ approval or for any other activity as required by Visa/MasterCard/NPCI in the approval process in force now or in future.
 13. The charges debited/ invoiced by Visa/MasterCard/NPCI or their associate to the Bank shall be borne by the Bank. However all charges/penalties debited to the Bank by Visa / MasterCard/ NPCI which are attributable to the selected service provider / their associate shall be passed on to the selected service provider.
 14. Please note other important clauses of this RFP while quoting for the requested services.
 15. The Bidder must provide and quote for all products and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder;
 16. Any contradictory information, conditional pricing, exclusion of any item in TCO (Total Cost of Ownership) computation or error in computation may lead to summary disqualification of the bid as per sole discretion of Bank.

q) Overall Bid

1. The separately sealed envelopes containing Eligibility cum Technical Bid and Commercial Bid shall be submitted in another single sealed envelope super -scribed on the top of the envelope as: **"Selection of Service Provider for Providing Authentication Control Server Services for Debit Card Online Transactions" against "RFP No BCC:DIGITAL:DOG:DCOT:114:364 dated 19/05/2022"**

All the envelopes should have the following information on the front side:

1. **Name of the bidder:**
 2. **Type of offer:** _____ (Eligibility cum Technical/ Commercial/ Overall)
 3. **Date of submission:**
 4. **Contact numbers (mobile) and email address of the single point of contact of the bidder for this RFP.**
2. The sealed bid documents should be addressed and submitted to:

To,
The Assistant General Manager,
Digital Operations Group,
5th Floor, Baroda House,
Behind Dewan Shopping Centre,
S V Road, Jogeshwari (West)
Mumbai – 400 102

Bids submitted anywhere else would be liable for rejection.

3. The Bidder shall take care to submit the Bid properly filed so that the papers are

intact. The Bidder shall submit the bid in suitable capacity of the file such that the papers do not bulge out and tear during scrutiny. The Bids, which are not sealed as indicated above are also liable to be rejected.

Please note that in the following cases Bank in its absolute discretion may reject the Bids:

1. Submission of Bid after the time stipulated in this RFP Document.
2. Misleading/incomplete information or documentation
3. Bid submission without bidder's name
4. Price information provided anywhere other than 'Commercial Bid'
5. Improper Demand Draft/ Banker's Cheque for Application Fee or Bank Guarantee for Bid Security
6. Any conditional offer or assumption with or without information to the Bank
7. Envelopes are not in order as per requirement specified in this document
8. Bidder is not meeting eligibility or technical criterion specified in this RFP
9. Bid submission through Fax or email
10. Submission of more than one bid. In case, bidder submits more than one bid, all the bids submitted by the bidder shall be disqualified

2.2. Related Parties

In the following circumstances Bank will have discretion to reject the entire bid or accept the bid with some conditions stipulated by bank –

1. Bids submitted by holding company and its subsidiary.
2. Bids submitted by one or more companies having common director/s.
3. Bids submitted by one or more partnership firms/LLPs having common partners.
4. Bids submitted by one or more companies in the same group of promoters/management.
5. Any other bid at the sole discretion of the Bank which is in the nature of multiple bids.

2.3. Registration of RFP Submission

Upon receipt of a submission, the Bank shall register the response. **Incomplete or partial or faulty submissions shall be rejected forthwith.**

All submissions, including any accompanying documents, shall become the property of the Bank. Hence, submission of response to the RFP shall be deemed as respondents' license and grant of all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property rights that may subsist in the submission or accompanying documents.

2.4. Late RFP Submission

On-time submission of responses is strongly encouraged and recommended. RFP responses received after the deadline for lodgment of RFPs, however before scheduled opening time of Eligibility cum Technical Bid shall be documented by the Bank and shall not

be considered for evaluation purpose at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. However, the Bank has no obligation to accept on any reason for late response.

The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

2.5. Notification

Bank shall notify respondents in writing (as soon as practicable) if the respondent's submission has been rejected. Bank is not obliged to provide any reasons for any such rejection. The final outcome of RFP shall be communicated after opening and necessary processing of commercial bids of short-listed bidders. No separate communication will be issued by the Bank.

Section 3

3.1. Bid Security, Cost of RFP, Performance Bank Guarantee

3.1.1. Bid Security/Earnest Money Deposit(EMD)

Bidder shall furnish, as part of its bid, a bid security/EMD for an amount of Rs 25,00,000/- (Rupees Twenty Five Lacs Only), in the form of DD/ Bankers' Cheque in favour of Bank of Baroda payable at Mumbai or Bank Guarantee in favour of Bank of Baroda issued by a reputed scheduled commercial bank in India (other than Bank of Baroda) as per the format provided in Annexure D and valid for 180 days from the last date of submission of the bid.

1. Bid security should be enclosed in original with the "Eligibility cum Technical Bid".
2. The successful bidder's bid security shall be discharged upon the bidder signing the contract and furnishing the performance guarantee. Unsuccessful Bidder's bid security shall be returned as promptly as possible, but not later than 60 days after the declaration of the successful bidder.
3. No interest shall be payable on bid security amount.
4. The amount of bid security would be forfeited in following scenarios:
 - a) If a bidder withdraws its bid during the period of bid validity and after last date of submission for the Bid for any reason whatsoever; or
 - b) In case of the successful bidder fails to accept and sign the agreement/ contract within the stipulated timeline for any reason whatsoever; or
 - c) In case of the successful bidder fails to furnish performance guarantee within the stipulated time and valid till the end of contract period plus six months.

3.1.2. Cost of RFP (Application money/ Bid fee)

5. A complete set of bidding documents may be purchased by any of prospective bidders from our office (address given in section 2) on payment of a non-refundable fee of Rs.25,000/- (Rupees Twenty Five Thousands Only), in the form of a Demand Draft / Banker's Cheque in favour of Bank of Baroda payable at Mumbai. The RFP is available on Bank's website, www.bankofbaroda.com and can be downloaded. In case the bid document is downloaded from the website, the price of bid document shall have to be submitted separately in the form of a Demand Draft / Banker's Cheque for Rs. 25,000/- in favour of Bank of Baroda payable at Mumbai at the time of submission of the bid as part of the Eligibility cum Technical bid.

3.1.3. Exemption for application fees and EMD:

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

3.1.4. Performance Bank Guarantee

7. The successful bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in Annexure 06 to the extent of 10% of the total contract value (excluding Postal franking value) for the contract period 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 scheduled commercial Bank or any nationalized bank, other than Bank of Baroda.
8. In the event of non-performance of obligation or failure to meet terms of this Tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder. Any amount pending for payment due to non-achieving of milestone/s set under the agreement or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.
9. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
10. 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 bidder, will be forfeited.

3.2. General Terms and Conditions

3.2.1. Adherence to Terms and Conditions

11. Bidders who wish to submit responses to this RFP should note that they should abide by all the terms and conditions mentioned in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process. The Successful Bidders should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities, card schemes and especially the guidelines issued by RBI with respect to outsourcing and protection of SPDI (sensitive personal data or information) as per IT (Amendment) Act 2008.
12. Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar assignments. Such feedbacks from high ranking officials would also form part of Service Provider selection and any strong adverse comment/action about product or service would make the bidder ineligible for further assessment/processing.

3.2.2. Execution of Service Level Agreement (SLA)

The successful Bidder shall execute Service Level agreement with the Bank within 15 days from the date of acceptance of Letter of Appointment.

Service Level Agreement, shall include overall terms of engagement, product level services, deliverables, clauses of confidentiality, non-disclosure, penalty, indemnity for

violation of IPR, trade mark, indemnity and terms and conditions of the services to be extended , any other conditions as may be prescribed by the Bank etc. Scope of Service may be enhanced based on Bank's business needs/Regulatory requirements on an ongoing basis.

The effective date of Agreement would be the date from which the services of the selected bidder will be operationalized.

3.2.3. Other terms and conditions

Bank of Baroda reserves the right to:

1. Reject any and all responses received in response to this RFP
2. Waive or Change any formalities, irregularities or inconsistencies in proposal format
3. Extend the time for submission of bids
4. Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
5. Select the next lowest bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
6. Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
7. Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
8. Change the time schedule of the RFP for inviting the bids or evaluation thereof
9. Modify the requirements or any specifications related to eligibility or technicalities.

3.2.4. Escalation matrix

The selected service provider will have to submit the escalation matrix of their organization along with complete contact details. During the tenure of the contract, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the selected bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. However, the Bank reserves the right to insist the selected bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment.

3.2.5. Professionalism

The selected service provider should provide professional, objective and impartial advice at all times and hold Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

3.2.6. Expenses

It may be noted that Bank shall not pay any amount/expenses / charges / fees / training / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than the finally agreed price.

3.2.7. Confidentiality

- All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the bidder irrevocably agrees and undertakes and ensures that the bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the bidder of its obligations hereunder. The bidder hereby specifically agrees to indemnify and keep BOB indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the bidder and/or its employees and shall immediately reimburse and pay to BOB on demand all damages, loss, cost, expenses or any charges that BOB may sustain suffer, incur or pay in connection therewith.
- The bidder shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of the bidder's obligation under this Agreement.
- The bidder shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information. Also so far as it is practicable the bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by bidder or its affiliates.
- bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- The bidder shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement.
- The bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by BOB under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing it's any obligations under this Agreement.
- It shall be the incumbent duty of the bidder to undertake not to disclose any business related information of BOB to any third person and the bidder shall keep all knowledge of the business activities and affairs of BOB strictly confidential and also to ensure that neither the bidder nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of BOB.
- However the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
 - Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - Prior to the disclosure by BOB was known to or in the possession of the bidder at the time of disclosure
 - Was disclosed or parted with the prior consent of BOB;
 - Was acquired by the bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.
- The bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse

directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

- Notwithstanding above, bob shall take all the reasonable care to protect all the confidential information of bidder delivered to BOB while performing of the services.
- The provisions of this Clause shall survive the termination of RFP/Subsequent Agreement.

3.2.8. Indemnity

1. The selected service provider shall, at its own expense, indemnify, defend and hold harmless Bank of Baroda and its officers, directors, employees, representatives, agents and assigns from and against any and all losses and liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) that may be occurring due to, arising from or relating to:
 - i. A breach, non-performance or inadequate performance by the selected service provider of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this RFP or subsequent agreement;
 - ii. The acts, errors, representations, misrepresentations, willful misconduct or negligence of the selected service provider, its employees/agents in performance of its obligations under this RFP or any subsequent Agreement; or
 - iii. Any deficiency in the services of the selected service provider or
 - iv. Violation of any applicable laws by selected bidder, its agents, employees, representatives etc.
2. The selected service provider shall protect and save the Bank, its employees, agents etc. against all claims, losses, damages, costs, expenses, action suits and other proceedings, resulting from infringement of any patent, trade -marks, copyrights, hardware, software, application, utilities etc. Used by the selected bidder and its employee / agents for providing services.
3. In the event of selected service provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the selected service provider.
4. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.
5. Bank shall inform the selected service provider of all known breaches and claims of indemnification and the selected service provider shall be required at their expense to remedy the breaches, defend, manage, negotiate or settle such claims within time.

3.2.9. Dispute Resolution

Bank of Baroda and the selected service provider shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with this RFP and subsequent contract. If after 30 days from the commencement of such informal negotiations, Bank and the selected service provider have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the

contract, shall be referred to sole Arbitrator appointed by Bank and the award of the sole arbitrator shall be final and binding on the parties. The arbitration and reconciliation act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings and the seat of the arbitration shall be at Mumbai.

3.2.10. Force Majeure

Notwithstanding the above provisions, the selected service provider shall not be liable for penalty or termination for default if and to the extents that delay on its part 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 beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/ Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the selected service provider shall promptly notify the Bank within 15 days of occurrence of force majeure event in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the selected service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such 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 selected service provider shall hold consultations in an endeavor to find a solution to the problem.

Notwithstanding above, decision of Bank shall be final and binding on the Selected Service provider.

3.2.11. Limitation of Liability

1. The selected service provider's aggregate liability in connection with obligations undertaken as a part of the services under this RFP whether arising under this contract regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.
2. The selected service provider's liability in case of claims against the Bank resulting from misconduct or gross negligence of the selected service provider, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
3. The bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the selected service provider as part of services under this RFP.

3.2.12. Penalties and Liquidated Damages

1. Selected service provider shall be liable to pay penalty as defined in this RFP.
2. If the selected service provider fails to complete the due performance as per the RFP terms and subsequent SLA, Bank reserves the right to terminate the contract and recover Liquidated Damages which is up to 10 % of contract value.
3. Both the above Penalty and Liquidated Damages are independent of each other and leviable and applicable separately and concurrently.
4. The Penalty and Liquidated Damages are not applicable in case the delay is for reasons attributable to the Bank and Force Majeure. However it is the responsibility of the selected service provider to prove that the delay is attributed to Bank and Force Majeure. The decision taken by Bank in this regard shall be final and selected service provider shall not dispute the same.
5. If the selected service provider fails to perform its obligation as per this RFP terms and subsequent SLA then Bank reserves the right to get the balance work executed by another service provider as per choice of Bank and non-performing selected service provider shall be liable to bear the expenditure which Bank may incur for the execution of balance work and its completion.

3.2.13. 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 or subsequent agreement/contract 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 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.

3.2.14. Governing Law

The bid and the subsequent Contract with the selected service provider shall be governed in accordance with the Laws of India and shall be subject to the exclusive Jurisdiction of Courts in Mumbai.

3.2.15. Compliance with laws

1. *Compliance with all applicable laws:* The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this 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.

2. *Compliance in obtaining approvals/permissions/licenses:* The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this assignment or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the contract, 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 Bidder.
3. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court and arbitration awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
4. The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities in respect of Data Privacy and especially the guidelines issued by RBI with respect to outsourcing and protection of SPDI (sensitive personal data or information) as per IT (Amendment) Act 2008, including the provisions of the Information Technology Act, 2000 and the rules/regulations framed thereunder, such as the Information Technology (reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.

3.2.16. Set-off:

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this RFP and subsequent agreements from selected service provider against payments due and payable by Bank for services rendered. The provisions of this Clause shall survive the termination of the Agreement.

3.2.17. Corrupt and Fraudulent Practices

- a. As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution
AND

- b. “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- c. Bidders responding to this RFP need to sign the Integrity Pact (IP) as per attached Annexure - 14 which will be also signed by Banks representative.
- d. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- e. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.2.18. Violation of Terms:

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected service provider from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. The se 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.

3.2.19. Authorized Signatory

The bidder will indicate the authorized signatory/ ies who can discuss and correspond with the Bank, with regard to the submission of bid and obligations under the contract, if selected.

The bidder shall submit at the time of submission of the bid, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to submit an offer, discuss, sign agreements/contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by Bank.

3.2.20. Assignment

Neither the RFP/subsequent contract nor any rights granted under the contract shall be sold, leased, assigned or otherwise transferred, in whole or in part, by the selected service provider, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

Bank of Baroda may assign, in whole or in part, the rights, benefits or obligations of this RFP/ sub sequent Agreements to any other person including but not limited to its subsidiaries/ affiliates, without the prior written consent of selected service provider. Such an act shall not affect the obligations of the selected service provider under this project.

3.2.21 Audit and Inspection

1. The selected service provider shall allow the Bank, its authorised personnel, its auditors (internal or external), authorised personnel from RBI, other regulatory & statutory authorities or their representatives to conduct the audit of the operations, applications, servers at DC/ DRC, documents, records or any other information given to, stored or processed by selected service provider within a reasonable time and grant unrestricted right to inspect and audit the operations and records directly related to the services being provided under this RFP, failing which selected service provider will be liable to pay any charges/ penalty levied by Bank/ RBI / statutory / regulatory body etc.
2. All records with the selected service provider with respect to any matters covered by this RFP shall be made available to the Bank or its designees at any time, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Bank would execute confidentiality agreement with the selected service provider, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to services being covered under this RFP and subsequent contract, which will be subject to the requirements of statutory and regulatory authorities. The Selected service provider's records and sites managed for the Bank shall also be subject to Regulator/ Bank inspection.
3. The Card Scheme Audit, Information security audit, PCIDSS audit or any other relevant audit will be required to be conducted by the selected service provider as per industry standards and results will have to be shared with the Bank.

The Bank may decide, at its discretion to additionally conduct these audits or any other audit by itself or through a third party.

The selected bidder will have to ensure rectification and compliance of the all of these audit observations on priority and without any additional cost to the Bank.

3.2.22 Visitorial Rights

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

3.2.23. Non-exclusivity

The arrangement contemplated in this RFP is of non-exclusive nature and either Party is at the liberty to enter into similar contracts and arrangements with third parties in respect of the services contemplated under this RFP.

3.2.24 Publicity:

Selected service provider or respondents, either by itself or through its group companies or associates, shall not use the name and/or trademark/logo of Bank, in any sales or marketing publication or advertisement, or in any other manner. The Selected service provider shall agree to make no reference to the Bank for the procurement of products and services stipulated hereunder

or the agreement in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of the Bank.

3.2.25 Others:

1. The selected service provider 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, payment's schedules, time frame for implementation etc. as mentioned in this RFP document. Selected service provider shall be fully responsible for deviations to terms & conditions, project schedule etc. as proposed in the RFP.
2. The deliverables, report, findings, etc. of external strategic consultant will be regarded as sole property of Bank partners.
3. The terms and conditions as specified in the RFP, addenda and corrigenda issued by the Bank thereafter are final and binding on the Bidders. In the event, the Bidder is not willing to accept the terms and conditions of Bank, the Bidder may, at sole discretion of Bank, be disqualified.
4. The selected service provider represents and agrees to obtain and maintain validity throughout the Contract Period, of all appropriate registrations, permissions, licenses and approvals, which are statutorily required to be obtained by the selected service provider for performance of the obligations under this RFP and subsequent agreement.
5. The Bidder covenants and represents to Bank, the following:
 - a. It is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation.
 - b. It has the corporate power and authority to perform its obligations hereunder and to execute appropriate contracts in terms of this RFP. The performance of terms and conditions under the RFP by it and the performance of its obligations hereunder are duly authorized and approved by all necessary actions.
 - c. The execution, delivery and performance under an Agreement by such Bidder:
 - 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.
 - d. 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.

- e. To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this RFP and subsequent agreement, and no document furnished or to be furnished to the other party to this RFP and subsequent 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.
- f. The Bidder shall undertake to provide appropriate and adequate manpower as well as other resources such as hardware, software, application etc. required, to execute the various tasks assigned as part of the Contract, from time to time, if awarded.
6. Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
7. The Bank expects the benefits from any un-anticipated decrease in supply or service costs over the term of the contract due to reduction of prices, efficient use of IT infrastructure / reduction of statutory charges, to be passed on to bank through re - negotiation. No conflict between the Selected Bidder and the Bank will cause cessation of services due to this. Only by mutual consent, the services can be withdrawn. This would include a transition mechanism, which would normally require 3 to 6 months for migrating to alternate Service Provider.
8. Bank reserves the right to change/add any terms and conditions of the RFP by issuing addenda/corrigenda and putting it on Bank's website at any time prior to the deadline for submission of bids.
9. 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 Bidder any time during the period of contract. No appeal will be entertained.

The selected service provider is responsible for managing the activities of its personnel and will be accountable for. The Selected service provider shall be vicariously liable for any acts, deeds or things done by their employees, agents, etc. which is outside the scope of power vested or instructions issued by Bank. Selected service provider shall be the principal employer of the employees, agents, etc. engaged by selected service provider. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents etc. by the selected Bidder, for any assignment under the contract entered into under this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, etc. of the selected Bidder shall be paid by selected Bidder alone and Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of selected Bidder's employees, agents, etc.

Section 4: Eligibility Criteria, Scope of Work, Evaluation Methodology, Period etc.

4.1. Eligibility Criteria

Bidders who fulfill the following criteria are eligible to respond to the RFP. Offers received from the bidders who do not fulfill all or any of the following eligibility criteria shall be rejected:

A) General Criteria:

- I. Bidder must be a PSU/ PSE/ partnership firm or a limited company having existence in India. Certificate of Incorporation in case of Limited company, Registration Certificate along with the latest partnership deed in case of partnership firm has to be submitted with the offer.
- II. The bidder should have their Senior Management Personnel based in India to take care of the requirements and decisions related to the activities under this RFP.
- III. The Bidder should not have been blacklisted/ barred / disallowed to continue work or organization has engaged other vendor after placing work order for the reasons attributable to bidder by any Govt. department/ PSU/ PSE/ Banks/ card scheme in India in last 3 years at time of submitting bid.

B) Financial Criteria:

- I. The bidder or bidder's holding Company should have minimum annual turnover of Rs.10.00 crores, in the last 3 financial years i.e. 2018-19, 2019-20 & 2020-21 from the business from Indian operations. The copies of audited Profit & Loss accounts and Balance Sheets with auditor's note to be submitted.
- II. The bidder should have positive net worth during last 3 years in the last three financial years i.e. 2018-19, 2019-20 and 2020-21 as per audited financial statements. A copy of audited balance sheets and profit & loss for the immediate previous three years must be submitted with the technical offer.

C) Certification Criteria:

- i. Bidder's systems/application and procedures should mandatorily have PCI –DSS certification and/or PA-DSS compliant as per the requirements of the card scheme and regulators.
- ii. Bidder should have all required statutory licenses & registrations like GST/ CST /BST /VAT, TIN, etc.
- iii. A bidder should be VISA and MasterCard approved ACS service provider and certified with NPCI for ACS service with at least 02 public sector / private sector bank in India (which is having the business mix of 3 lac crore and above) having necessary in-house infrastructure for processing debit / Credit card online transactions.

D) Technical and Experience Criteria:

- i. The bidder should have an experience of at least two (2) year in providing similar services.
- ii. Bidder should have successfully processed at least 5,00,00,000 (Five Crore) debit/ credit card online transactions through ACS service annually as on the date of submission of bid to any public sector banks/ Private sector Banks in India. Clear documentary proof relating to providing such services has to be submitted with bid.
- iii. Bidders should be capable of processing at least 5, 00,000 debit/ credit card online transactions through ACS service per day.
- iv. Bidder to support 8 Digit BIN configuration and its transaction processing as per Visa /Mastercard standards and by NPCI in future.
- v. Should comply with international standards like EMVCO 3DS 2.0(Vendors should have been 2.0 certified or in the process of getting certified before the deadlines fixed by Card Network as on date of applying for RFP). Application should be scalable and comply with international standard like EMVCO 3DS 2.0 and domestic standards by Regulatory authorities or any other guidelines from Government issued from Time to Time and such upgrade should be carried out without any additional cost to Bank. The application should have the capability of handling 3DS 1.0 as well as 3DS 2.0.

Bidder must comply with all these eligibility criteria. Non-compliance of any of the criteria will result in rejection of the offer summarily. Attested photocopies of relevant documents / certificates / proof of experience etc. should be submitted as support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

Please note that the eligibility criteria mentioned in this section are only indicative and Bank, at its discretion, may alter these criteria without assigning any reasons.

4.2. Scope of work

The detailed scope of works for Authentication Control Server services for debit card online transactions as under:

a. Volume:

Indicative volume of debit card online transactions for Bank and its Sponsored RRBs are at least 5 Crores transactions per year. This volume is only indicative and based on the current transactions' volume of the Bank. However, the actual transactions' volume may vary widely due to any reasons and Bank may not avail any of the services also at all. The Bank has right to change the volumes specified herein, in the event of changes in Bank's plans/ policies/ regulatory guidelines, etc.

b. Scalability:

The solution to be deployed by the selected service provider must be capable and scalable of meeting Bank's current and incremental business volumes, peak time volumes, etc.

c. Setup, Implementation, Migration, etc.:

1. Since the request for proposal is for a hosted model, procurement and deployment of required hardware, firmware, software, application, connectivity with the card schemes, etc. will be the responsibility of the selected service provider. These IT infrastructure will be deployed at selected service provider's location. The selected service provider will have to provide networking equipment for point to point connectivity with fail over backup from its primary Data Centre & Disaster Recovery/ backup site to Bank's Data Centre & Disaster Recovery Site. The leased lines/ connectivity will be procured and charges will be paid by the Bank.
2. Setup and implementation with the Bank's host / card schemes (after all necessary testing/ sign offs, production movement, including Bank, Bank's vendor and third party dependencies, etc.) should be completed within 6 weeks from the date of Purchase Order.
3. The selected service provider should provide for all integration and implementation support for connectivity and data transfers between the Bank or Bank's authorized site serviced by third party and the service provider's site where the proposed solution is hosted.
4. Selected service provider will ensure implementation and maintenance of all industry best practices and stringent data security related to services including under this RFP.
5. Selected service provider will have to ensure uninterrupted services to the Bank and for the same, must have appropriate Business Continuity/ backup plans, functional backup/ DR setup.
6. Selected service provider will be responsible for implementation of on-going software maintenance updates including card network and regulator mandated updates and changes.
7. Bank/ RRBs will not make any payment for initial setup and implementation and make payment for the transactions only as per the details given in the annexure for commercial offer.
8. The selected service provider will have to migrate, if required the existing card data to the proposed solution without any service impact to the existing customers.
9. Selected service provider will have to ensure compatibility of the systems, data formats, connectivity, etc. at all levels for successful implementation and functioning of the services.

d. Transaction authentication process flow:

Bank will utilize OTP authentication for RuPay PaySecure, Verified by Visa and MasterCard SecureCode debit card ecommerce transactions.

The transaction authentication process broadly comprises of following:

1. Displaying masked registered mobile number on the authentication page to the cardholder for information.
2. Sending an OTP to the cardholder on his/ her registered mobile number for ecommerce transactions which should be valid for pre-configured period from the OTP generation time. OTP must expire if used once within the validity period. A provision is also required to send an OTP or notification about dispatch of OTP through email on the registered email ID of the cardholder.
3. Selected service provider is required to securely store limited cardholder data on their systems including registered mobile number of the cardholder at the option of the Bank.
4. In case of change of mobile number, customer opts for change of mobile number against masked mobile number displayed on authorization page, requesting for changed registered mobile number of the cardholder to Bank's system through web service/ other appropriate channel and replacement of the changed number in systems of the service provider.
5. If the OTP has expired and has not been used, then cardholder should receive a different OTP than earlier one.
6. In case if OTP is not generated within stipulated time due to any technical issue, there should be a "Resend OTP" option or by sending SMS through registered mobile number.
7. Validation of an OTP and sending the status of 3D Secure authentication to card scheme network or acquiring Bank as per the process flow of the card scheme for further authentication through Bank.
8. ACS Screen should display the message to customer for which mobile number OTP has been sent. In ACS screen Mobile number should be masked only with visible of First two and last two digits (configurable) and OTP entered by customer in payment screen is also to be masked. ACS screen should be configurable.
9. OTP delivery in other channel- Email also to be provided. OTP/Message format, from email address and Display message in Screen should be configurable.
10. Support for international OTP SMS to be offered. Data structure/format to be decided with Bank
11. The application shall have a support for multiple languages processing.
12. Velocity check should be provided for successive incorrect entries of OTP and for unsuccessful attempts Cards should get Block (Soft/Hard Block). Velocity interval of transaction should be provided by default or configurable as per Bank

requirement.

13. Should be capable of approving transactions for onward/inward routing and authorization through Bank's debit card switches.
14. DC& DR Servers and complete set up solution should be located in India & should comply Business continuity, Backup procedure, DR Drill & all statutory standards etc. Should provide point to point connectivity with fail over back up from its primary data center & Disaster Recovery /Backup site to Bank's DC/DR. DR Drill should be carried out at regular time period as per guidelines or Bank Decided time without any additional cost to Bank.
15. The product should be capable to integrate with the all the bank's Switches .Should also be able to integrate with any other switch if any Switch Changes is done by Bank.
16. Should comply with international standards like EMVCO 3DS 2.0 (Vendors should have been 2.0 certified or in the process of getting certified before the deadlines fixed by Card Network as on date of applying for RFP). Application should be scalable and comply with international standard like EMVCO 3DS 2.0 and domestic standards by Regulatory authorities or any other guidelines from Government issued from Time to Time and such upgrade should be carried out without any additional cost to Bank. The application should have the capability of handling 3DS 1.0 as well as 3DS 2.0.
17. Bidder to support the transaction system if the Bank provide data as per Tokenised mechanism (Capable of handling tokenisation method).
18. Provision of unblocking the card blocked for online transactions.
19. Bidder to support 8 Digit BIN Mandate transaction processing.

The application of the selected service provider should also support 3d-Secure static Password and necessary processes including registration. In case, bank changes the authentication process to static password for selective cards, during the contract period, it has to be implemented by selected bidder without any cost.

e. Fraud risk management

The solution/ application proposed by the bidder should have rule based, real time fraud risk management capabilities implemented. Details should be shared with the Bank and the configuration should be done as per the requirement of the Bank.

f. Co-ordination:

The selected service provider will have to coordinate with the Bank's switch vendor, SMS vendor, respective payment card scheme, IT team, etc. in liaison with our Department wherever necessary, for implementation, carrying out changes and smooth functioning of the services during contract period.

g. SMS OTP :

Please note that Bank may avail the services of its own SMS service provider for sending an SMS for OTP and in such case will not make any payment for OTP SMS. However, selected service provider will have to ensure end to end technical integration with Bank's SMS service provider.

h. Security:

The proposed solution should support session/ connection timeouts, automatically soft-block the cards for all online transactions in case of successive pre-configured unsuccessful attempts due to wrong credentials (to be decided in consultation with the Bank), automatically unblock the soft-blocked cards at regular intervals, hard-block the cards in case of preconfigured numbers of soft-blocks/ successive unsuccessful attempts, provide a secured portal or suitable option chosen by the Bank for individual/ bulk unblocking of the cards so blocked.

i. Compliances:

Currently, Bank is issuing debit cards of RuPay, VISA and MasterCard card schemes.

1. Selected service provider will have to provide Authentication Control Server services strictly in conformity with the guidelines issued by the respective card schemes, Reserve Bank of India, Govt. of India and any other regulator/ authority for payments systems. If, in future Bank joins any other card scheme, the selected service provider will be responsible for implementation of the Authentication Control Server services without any additional cost to the Bank.
2. The service provider's solution should comply with industry standards of security such as, but not limited to, Payment Card Industry Data Security Standard (PCIDSS) and/ or Payment Application Data Security Standard (PA-DSS) without any additional cost to the Bank.
3. Selected service provider is required to implement all the mandates issued by card schemes, other regulatory or Government agencies including Reserve Bank of India in time to avoid any non- compliance during the contract period. Any penalty by these authorities due to non-compliance of mandates/ compliances will be recovered from the selected service provider.
4. Selected service provider will have to retain the data as per the regulatory, scheme and other guidelines.

j. Helpdesk Service:

Selected Service Provider will provide 24 X 7, 365 days operational services and helpdesk. Selected Service Provider will have to provide all required support for Testing, documentation and provide necessary training wherever required to Bank staff.

k. MIS Reports:

Selected bidder is required to provide following MIS reports (as per Bank's format) in softcopy as per the periodicity mentioned:

- a. Real time access to transaction and customer data.

- b. Periodically data of transactions processed (card scheme-wise/ variant-wise, etc.)
- c. No. of cards unblocked period-wise/ variant-wise.
- d. Service unavailability report on monthly basis or as per the frequency decided by Bank
- e. Any other related report required by the Bank (as and when required).

i. Incident Reporting:

Selected service provider should have in place an incident reporting system and will have to report incidences of any nature which is required to be in the notice of the Bank including security breaches immediately upon it comes to notice of the service provider.

m. Data Retention:

Selected service provider will have to ensure data retention related to the authentication services as per the regulatory guidelines and will have to provide the same as and when required by the Bank in appropriate usable format. In case of non-compliance of the same, any penalty / loss to the bank will be attributed to the selected service provider and the same will be recovered from the monthly billing of the selected service provider.

n. Service Levels (Uptime Guarantee) :

Selected service provider shall ensure an uptime of 99.5% to be calculated on monthly basis. Selected service provider will avail downtime for scheduled service maintenance with prior notification and in accordance with card schemes/ RBI /Regulatory body guidelines.

Any downtime beyond allowable downtime will attract penalty and the same will be deducted from the billing of the selected service provider. The penalty will be deducted from the monthly billing of the selected service provider as under:

Service Levels (Uptime)	Penalty amount
99.5 % and above	No Penalty
Above 98.5% and below 99.5%	2% of the processing fees paid for the month
Above 97.5% and below 98.5%	3% of the processing fees paid for the month
Above 96.5% and below 97.5%	5% of the processing fees paid for the month
Above 95.5% and below 96.5%	10% of the processing fees paid for the month
Below 95.5%	50% of the processing fees paid for the month

The service provider will provide system’s Uptime/downtime report on monthly basis invariably to the Bank.

o. Future modifications/ enhancements

In case the Bank joins any other payment network / takes over or merges with any other Bank and/ or requires transaction processing for any other subsidiary/ associate of the Bank in future, the selected service provider should accommodate the same without any additional cost to the Bank.

In the event of any modifications/ changes in the processes / specifications for any of the

deliverables, etc., selected service provider will have to accommodate the same at no additional cost to the Bank.

Any modifications / new requirements suggested by the Regulatory authorities viz., RBI / IBA / Network associations etc., needs to be carried out without any additional cost to the Bank.

p. Other requirements:

1. The selected bidder has to provide various interface options to Bank for updation of mobile no./e- mail of the card holder such as file upload / download, SFTP, etc., if required or facilitate any such requirements without any additional cost to the Bank.
2. Solution should also provide CAPTCHA support during transaction approval, if needed.

4.3. Period of Contract

The tenure of the contract for the services will be for a period of three years from the date of beginning of the services (unless terminated by the Bank as per the termination clause in this RFP) with an option to further extend the same by a period of Two years at discretion of the bank. The extension of the agreement for the period of Two year shall be on the same terms and conditions agreed upon for the original contract period. The performance of the selected service provider during tenure of the Contract shall be reviewed by the Bank from time to time.

4.4. Evaluation Methodology

The objective of adopting this evaluation methodology is to facilitate the selection of the eligible Bidders who proposes the best offer over a period of the contract. The commercial evaluation would be based on the Total Cost of procurement for the estimated volume except taxes. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank.

Opening of bids

➤ **Opening of Eligibility cum Technical bid**

- a. The Eligibility cum Technical bid shall be opened in the presence of Bidders representatives as mentioned in “Schedule of Activities”. The Bidders ’ representative may be present during the bid opening at our office address mentioned above well in time along with the authorization letter from their Company and those who are present shall sign a register evidencing their attendance. Only one representative per bidder is allowed.
- b. Bank however reserves the right to change the date & time for opening of Eligibility cum Technical bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the Bidders by putting up on the Bank’s website for enabling them to be present during the Bid opening.

➤ **Opening of Commercialbid**

After eligibility cum technical bid evaluation is completed, Bank will open commercial bids of eligible and technically qualified bidders only in presence of technically qualified bidders' representatives who chose to attend. The date of opening of commercial bids will be intimated to the Bidders who have been successful in Eligibility cum Technical Bid evaluation.

Evaluation of Bids

The bid evaluation will be a two-phase process:-

- Phase I – Eligibility cum Technical Bid Evaluation
- Phase II – Commercial Bid Evaluation

The Evaluation will be based on the following broad parameters:

- Fulfillment of Eligibility criteria
- Ability to meet Requirements
- Ability to meet detailed Technical Requirements
- Implementation Capabilities
- Work orders executed so far
- Total cost of procurement

All deliberations and evaluations performed by Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any respondent of this RFP.

a) Phase I - Eligibility cum Technical Criteria Evaluation

The Eligibility cum technical bids will undergo a detailed evaluation as per the terms and conditions of this RFP.

The Bidder needs to comply with all the eligibility criteria mentioned in Annexure A. Bank will evaluate the respondents on each eligibility criterion severally and satisfy itself beyond doubt on the Respondent's ability / position to meet the criteria.

Technical assessment shall broadly cover the following:

1. Submissions made by bidders and the supporting documents submitted in their response to this RFP as per the template provided.
2. References provided by the bidder/gathered by the bank about the services rendered by the bidder.

This evaluation will be carried out on a total score of 100 on the basis of the following broad evaluation parameters defined in this section:

Sr. No.	Proposal Bid Evaluation	Maximum Marks
1	Bidders experience in implementing ACS solution for last 3 years in large organizations	30
	a) in Public sector undertaking / Govt. Organization(10 Marks for each)	30
	b) in private companies / foreign banks (5 Mark for each)	25
2	Bidder Company's capability/strength and Ability & experience of the proposed Engagement Team handling ACS project	30
	a) transaction processing (greater than or equal to) \geq 6 crore	30
	b) transaction processing greater than 5 crore and less than 6 crore	25
	c) transaction processing between 4.50 cr to 5 crore	20
4	ACS product technical strength and functional capabilities	20
5	Customer References and feedback (5 Marks for each)	20
	a) in Public sector undertaking / Govt. Organization(5 Marks for each)	20
	b) in private Banks banks (3 Mark for each)	15
Maximum Technical Proposal Bid Evaluation Score		100

Minimum prescribed bid evaluation score for being technically qualified: Overall 70% score.

During evaluation of the eligibility cum technical bid, Bank may seek clarifications from the Bidder on the bid submitted by the Bidder.

The Bank's team may visit / verify the references/ proof of experience of the organizations listed in the Bid submitted by the Bidder for veracity of the response of the Bidder in its Bid. The observations of Bank's team/ response of the verification of references and interaction with the officials concerned of such organizations will be taken into account for the purpose of technical evaluation of the Bids. The co-operation from the bidder for arranging such site visits is expected.

Those respondents who qualify on ALL the criteria will only be considered as "Technically Qualified" of evaluation and will be considered for commercial bid evaluation under phase II. Bank, therefore, requests that only those Respondents who are sure of meeting all the eligibility criteria need to respond to this RFP process.

In case none of the participant bidders scores more than 70% marks or more in the eligibility cum technical evaluation, the commercial bid of top 3 bidders may be opened at the sole discretion of the bank.

b) Phase II - Commercial Bid Evaluation

The commercial bids of short listed bidders shall be opened and evaluated as per the RFP guidelines. Post completion of the detailed commercial evaluation the final ranking of the bidders would be done.

If the commercial bid is incomplete either for not providing quote for all required supply & services, it shall be presumed that the services shall be provided without any additional cost to the Bank. The Bank may, however, in its absolute discretion disqualify a bidder whose commercial quote is found to be incomplete. If it is found at any stage (before or after selection) that there is a calculation (addition, subtraction, multiplication or division) mistake, then the final totaled price, notwithstanding the mistake, shall be considered as the offer price for evaluation. However, the price payable shall be the lower of the “correct total” and “incorrect total”.

Example A, if the price quoted is as under:

Service A	: Rs. 400/-
Service B	: Rs. 599/-
Service C	: Rs. 2,350/-
Total	: Rs 2,939/-

In this example, Rs. 4,939/- shall be taken for evaluation. However, price payable shall be Rs. 3,349/-

Example B, if the price quoted is as under:

Service A	: Rs. 400/-
Service B	: Rs. 599/-
Service C	: Rs. 2,350/-
Total	: Rs 2,939/-

In this example, the price taken for evaluation shall be Rs. 2,939/- Though the correct total is 3,349, the price payable shall be Rs. 2,939/- only and the cost of individual line items will be reduced proportionately to arrive at a new unit price.

If the Bidder does not accept the correction of such errors as per the above criteria, their bid will be rejected and the EMD will be forfeited.

In the event the Bidder has omitted to quote for any line item in the commercial bid, Bank would take the highest price quoted by any of the participating Bidders as the cost for such line item for arriving at the total cost for the purpose of evaluation of the defaulting/deviating Bidders. However, the same shall be provided by the defaulting/deviating Bidder, in case selected at no cost to Bank for the period of the contract.

For arriving at the total cost for price comparisons, the total cost for all the services requested in the projected volumes would be considered.

For example, if the rates quoted by the lowest three bidders are as under;

Amount in Indian Rupees

For example, if the rates quoted by the lowest three bidders are as under;

Sr. No.	Service Description	Quantity for evaluation	Total Cost for services excluding all applicable taxes					
			Bidder A		Bidder B		Bidder C	
			Per Txn (Rs.)	Total Amount (Rs.) for given Volume	Per Txn (Rs.)	Total Amount (Rs.) for given volume	Per Txn (Rs.)	Total Amount (Rs.) for given volume
1	Transaction Processing	5 Crores	0.22	1,10,00,000	0.21	1,05,00,000	0.215	1,07,50,000

Then L1 is bidder B, L2 is Bidder C and L3 is Bidder A.

Key points to note:

- **Preliminary Scrutiny** – Bank will do preliminary examination of bids to know whether they are complete in all respects, whether any computational errors have been made, whether required technical documentation has been furnished, whether the documents have been properly signed, whether items are quoted as per the schedule and whether the bids are generally in order. Bank may, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Bidders and Bank reserves the right for such waivers and Bank’s decision in the matter will be final.
- **Clarification of Offers** – To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all Bidders for clarification on their offer. Bank has the right to disqualify the Bidder whose clarification is found not suitable to the requirements.
- **No Commitment to Accept Lowest bid or Any Tender** – 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.
- Bank concludes that everything as mentioned in the RFP documents and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidder. In the event Bank has not asked for any quotes for alternative prices and the Bidder furnishes the alternative price in the Bidder’s commercial bid, the higher of the prices will be taken for calculating and arriving at the total costing. However, payment by Bank will be made at the lower price.
- The Bank is not responsible for any assumptions or judgments made by the Bidder for arriving at any type of sizing or costing.
- Bank would like to expressly state that any assumptions, terms, conditions, deviations etc. which the Bidder includes in any part of the Bidder’s response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations etc. have been

accepted by Bank and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumptions, terms, conditions, deviations etc. in the Bidder's response to this RFP.

- During the preliminary examination, Bank will also verify whether the Bidder has responded in full to the RFP or whether it is partial or conditional. The bids that are incomplete or conditional are liable to be rejected.

4.5. Payment terms

Bank will make payment on a monthly basis after deducting penalty if any as per this RFP within 20 days of submission of the invoices (with all required supporting documents) or receipt of written clarifications on the invoice sought by the Bank whichever is later, after duly complying all the guidelines of this RFP and subsequent agreement.

The Bank will not make any advance payment. The Bank will only pay for services availed by the Bank. The Bank will not pay or is not bound to pay for services not procured/ availed by the Bank. The Bank shall have the right to withhold any payment due to the Selected Bidder, in case of delays or defaults on the part of the Selected Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. TDS or any other applicable tax will be deducted at the applicable rate as per provisions of the applicable law.

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. If any of the services as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost quoted by the bidder in the price bid against such services. There shall be no escalation in the prices once the prices are fixed and agreed by the Bank and the selected service provider till completion of the contract period. Also, the payments for each month will be made only after the acceptance/verification of the invoice by the Bank for that month. The Bank shall pay the amount due under this RFP and subsequent agreement.

The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within twenty (20) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.

Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within twenty (20) Days of the settlement of such disputes.

Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

4.6. Work Order

The Bank will issue work order to the successful Bidder as per the terms of this RFP after completion of RFP process. Upon issuance of work order, the selected Bidder should submit written acceptance to the Bank within 2 working days of date of receipt of the work order.

4.7. Governance Structure

A formal governance structure and engagement model will need to be constituted with representation from Selected Bidder and Bank to review the ongoing performance and operations of the Contract. The frequency of the reviews / meetings, agenda / MIS / dashboards to be shared, representation hierarchy, escalation matrix etc. will need to be formulated and adhered to.

It is expected that the functioning under the contract will be comprehensively reviewed periodically with the constituted officers/executives committee. However, it is possible that at short notice, senior management of the Bank may wish to conduct more frequent reviews for which the selected bidder needs to agree.

4.8. Solicitation of Employees

The selected Bidder, 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.

4.9. Termination

Bank shall have the option to terminate this RFP any time or at any stage without giving notice and without assigning any reason. Bank shall also have the option to terminate any subsequent agreement, in whole or in part by giving selected service provider at least 30 days' notice in writing. It is clarified that the selected service provider shall not terminate this RFP & the subsequent Agreement for convenience.

The Bank will also be entitled to terminate any subsequent agreement, if the selected service provider breaches any of its obligations set forth in this RFP and any subsequent agreement and such breach is not cured within thirty (30) Days after Bank gives written notice; OR

If such breach is not of the type that could be cured within thirty (30) Days and the selected service provider fails to provide the Bank, within thirty (30) Days, a reasonable plan acceptable to the Bank to cure such breach.

Further, the Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank in the event of any of the defaults occurred and the same is not rectified within 30 days from the date of receipt of intimation from the Bank with respect of occurrence of such default in case of:

1. The selected service provider commits a breach of any of the terms and conditions of RFP/contract.
2. The performance of the services by the selected service provider is found to be unsatisfactory.
3. Supply of substandard material/services or delay in implementation.
4. If deductions on account of penalty exceeds more than 3 times in a financial year.
5. There is a change of control of the selected service provider (and for these purposes change of control means there is a change in the legal, beneficial or equitable ownership of 50% or more of the aggregate of all voting equity interests in the selected service provider) and the person or persons acquiring control of the selected vendor are persons whom Bank reasonably considers to be competitors of Bank or organizations about which Bank has reasonable grounds for believing that selected vendor will not be able to meet the material obligations contained in the RFP/contract.

After the award of the contract, if the selected service provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another service provider of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur for alternative arrangements. This clause is applicable, if for any reason, the contract is cancelled.

In the event of termination, the selected service provider shall co-operate for the same (including providing all information and knowhow required for migration of the services) without any additional cost to the Bank.

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

In addition to this, the RFP and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or

- The other Party becomes the subject of a court order for its winding up.
- An attachment is levied or continues to be levied for a period of 7 days upon effect of the bid.

The bidders agree and undertake that an exit by the selected bidder at any point in time resulting due to termination of this Tender and subsequent Agreement for any reason whatsoever would be a time consuming process over a period and only after completion of the selected bidder's obligations under a transition mechanism. During this period of Transition, the selected bidder shall continue to provide the Deliverables and the Services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels.

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

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to selected bidder, within thirty (30) days of such termination or expiry and date of receipt of clear undisputed invoice whichever is later, all the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this contract and subsequent Agreement, the rights granted to selected bidder shall immediately terminate.

4.10. Effect of Termination

Notwithstanding termination of the contract in whole or in respect of any part of the Services for any reason, the contract continues in force to the extent necessary to give effect to those of its provisions which expressly or implicitly have effect after termination; and Where Bank terminates any Part of the contract, the parties shall continue to perform their respective obligations under the contract in respect of other parts where there has been no termination.

In the event of partial termination, amounts will be payable for portions of the supplies/ services not terminated and being provided by the selected vendor after partial termination. However, this payment will be made after providing the supply / services as per the payment terms.

4.11. Intellectual property rights

The selected service provider shall ensure that it has obtained appropriate rights to provide the Deliverables as per the terms and conditions contained in this RFP.

The selected service provider shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by selected service provider in performing its/their obligations under this contract.

If a third party's claim endangers or disrupts Bank's activities, the selected bidder shall at

no further expense, charge, fees or costs to the Bank, obtain a license / authorization so that the Bank may continue avail services in accordance with the terms of this Tender and subsequent Agreement .

4.12. Due diligence on employees before appointment & Staff Retention Program

The Selected service provider should put in place adequate & verifiable process for conducting due diligence on its employees prior to their appointment by way of verifications of their academic/other credentials including police verification wherever necessary. The Selected bidder will put in place systems to ensure that the resources are not changed frequently for its internal reasons.

The Bank reserves the right to seek replacement of any staff whose performance / conduct is not satisfactory or their continuation affects the reputation of the Bank. In all such cases, the selected service provider shall replace the resource.

4.13. Insurance Coverage

Selected bidder is required to have sufficient insurance coverage to cover any damage/ loss to bank for the actual amount arising from the part of the bidder or by any person assigned by the selected bidder during the entire contract period.

4.14. Grievance Redressal

Any Bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to Head – Digital Operations Group, at head.digitaloperations@bankofbaroda.com. It may please be noted that the grievance can be filed by only that Bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP.

Head- Digital Operations Group,
Bank of Baroda, (Head Office), 1st Floor,
R.C. Dutt Marg, Alkapuri, Baroda- 390007

4.15. No outsourcing by selected service provider

The selected bidder will undertake to provide the services required in this RFP to the Bank and will not outsource or subcontract any of the core activities of the contract offered to Bank to any other company.

5. Disclaimer

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

Annexure and Appendices

**Annexure–A - RFP Application
(Letter to the bank on the bidder’s letterhead)**

To,
The Assistant General Manager,
Digital Operations Group,
5th Floor, Baroda House,
Behind Dewan Shopping Centre,
S V Road, Jogeshwari (West)
Mumbai – 400 102

Date:

Dear Sir,

Re: **Bank’s RFP No. BCC:DIGITAL:DOG:DCOT:114:364 dated 19/05/2022 for Selection of Service Provider for Providing Authentication Control Server (ACS) Services for Debit Card Online Transactions**

With reference to the above-mentioned RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for implementation of Authentication Control Server services of debit card online transactions as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We also submit required information along with documentary evidence in following format:

Parameter	Response
Year of commencement for providing Authentication Control Server (ACS) services for card transactions	Copy of Certificate from Bank/s / organization/s to be enclosed
RFP Application fee	DD/ Banker’s Cheque No. dated for Rs. 25,000/- (Rs. Twenty Five Thousands Only) drawn on Bank of Baroda For RFP price
Earnest Money Deposit/ Bid Security	DD/ BG of Rs. 25 Lac dated Issued by Valid up to
CD containing soft copies of RFP	YES/ NO

We further confirm that the offer is in conformity with the terms and conditions mentioned in the RFP. We also confirm that the offer shall remain valid for 180 days from the last date for submission of tender document to the Bank.

It is certified that the information furnished in this document is authentic. We hereby authorize Bank of Baroda to make independent enquiries to verify the information furnished by us.

We also understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons

whatsoever.

Yours faithfully,

(Name & Designation, seal of the firm)

- Encl.: 1) Part II to V, duly filled in the prescribed form along with necessary proof.
2) Demand draft for the RFP Application Fee.
3) Demand Draft/ Banker's Cheque / Bank Guarantee for EMD amount.
4) All relevant documents
5) CD containing softcopy of RFP

DETAILS OF ORGANISATION

I. General Information:

1.	Name and address of the Bidder	
2.	Contact Person	
3.	(a) Telephone :	(b) Mobile :
	(c) Fax :	(d) E-mail:
4.	Place of incorporation/registration	
5.	Year of incorporation /registration	
6.	Type of organization (whether company/ sole proprietor/ partnership/ Private, etc.)	
7.	Main lines of business	
8.	Allied / Ancillary Business	
9.	Location/s of Data Centre and Disaster Recovery Site	
10.	Whether premises is own/ leasehold/ rented, furnish details	
11.	Staff Strength as on 30.09.2017	

II. Key Personnel of the Organization:

Sr. No.	Name	Designation	Since When	Qualification	Professional Experience

III. Name and address of Owners/Partners/Directors:

	Name	Address
1.		
2.		

IV. Other important information (Furnish the required details, wherever applicable):

- Were you ever required to suspend / terminate the similar activity/ services before completion of the tenure of the contract by any organization/ Bank? If so, give details.
- Have you ever left any services offered to you incomplete? (If so, give details and reasons for not executing the orders).
- Has your firm been debarred or Black listed for tendering in any organization? If so, give details.

FINANCIAL INFORMATION:

Name of Bidder:

1. General:

Name of Banker			
Address of Banker	Telephone	Contact person and Title	
	Fax	Mobile	
Financial information	Previous three financial years (Rs. In lac)		
	2018-19	2019-20	2020-21
1. Net Worth			
2. Working Capital			
3. Total Assets			
4. Current Assets			
5. Total liabilities			
6. Current liabilities			
7. Profits before taxes			
8. Profits after taxes			

Copies of the audited financial statements with profit and loss accounts for the last 3 years to be attached.

2. Turn-over:

Annual Turnover Data for last three years	
Year	Turnover in Rs. Lac.
2018 – 2019	
2019 – 2020	
2020 – 2021	

Note: All individual companies must complete the information in this form. The information supplied should be the annual supply turnover in terms of the amount billed to clients for each year for works executed during each of the last 3 years.

3. Source of Financing:

Source of Financing	Amount (Rs.)
1.	
2.	
3.	

1. Certificates:

CERTIFICATE	YES	NO
Visa, MasterCard & NPCI network certification for transaction processing		
PCI/ PA-DSS		
GST, Sales Tax registration, VAT, BST/CST Certificate		
Valid ESIC , PF , Prof Tax Certificate, Income Tax PAN/ TIN		
Bidder/SI is not reported under SMA-2 or NPA, if enjoying credit facilities from any Bank/Fl.		
Other certificate s such as ISO, experience of migration from existing system and having support for RuPay/Visa/Master/Virtual n/w to new/other n/w, etc.		

Note: Provide details & attach attested copies of relevant documents for items answered 'Yes' above.

2. Experience record in providing similar transaction processing services to top 5 Customers:

Sr. No.	Nature of work	Name of the Bank/ Organization	Service being provided and volumes handled
1			
2			
3			
4			
5			

Note: Provide copies of work orders and proof of services provided clearly mentioning the card networks and volume processed. Work orders and proof of orders will be verified, if required.

3. Brief details of the hardware/ software setup available for undertaking the services requested under this RFP and daily peak processing capacity:

4. Eligibility Criteria compliance and relevant proof for reply with 'YES'

Sr.	Financial and other Requirement to be met by the Bidder	Supporting required	Complied (Yes/ NO)	Supporting Submitted
1	Should be a Government Organization/ PSU/ PSE or a partnership/ proprietorship/ public/ private limited company duly registered with taxation and other authorities in India	Certificate of Incorporation/ Certificate of commencement and other relevant documents		
2	Bidder should have their Senior Management Personnel based in India to take care of requirements and decisions related to the activities under this RFP.	Self-declaration on letter-head of the bidder		
Sr.	Financial and other Requirement to be met by the Bidder	Supporting required	Complied (Yes/ NO)	Supporting Submitted
3	The Bidder should not have been blacklisted/ barred / disallowed to continue work or organization has engaged other vendor after placing work order for the reasons attributable to bidder by any Govt. department/ PSU/ PSE/ Banks/ card scheme in India in last 3 years at time Of submitting bid.	Self-declaration as per part II, point IV above		
4	The bidder or bidder's holding company should have minimum annual turnover of Rs.10.00 crores in the last 3 financial years i.e. 2018-19, 2019-20 & 2020-21 from the business from Indian operations.	Audited Financial statements for financial years 2018-19, 2019-20 and 2020-21 with auditor's note and CA Certificate		
5	The bidders should have positive net worth during last 3 years in the last three financial years i.e. 2018-19, 2019-20, 2020-21 as per audited financial statements.	Audited Financial statements for financial years 2018-19, 2019-20 and 2020-21 and CA Certificate		

6	Bidder's infrastructure, systems/application and procedures must have PCI-DSS certificate and/or PA-DSS compliant as per requirements of the card scheme and regulators.	Copy of relevant certifications		
7	Bidder should have all required statutory licenses & registrations like GST/ CST /VAT, TIN, PAN, etc.	Copy of relevant certifications		
8	A bidder should be VISA and MasterCard approved ACS service provider and certified with NPCI for ACS service with at least 02 public sector / private sector Bank in India having necessary in-house infrastructure for processing debit / Credit card online transactions.	Copy of relevant certifications		
9	The bidder should have an experience of at least one (2) year in Authentication Control Server transaction processing for card online transactions of Visa/ MasterCard/ RuPay network and should have processed at least 5,00,00,000 debit/ credit card online transactions through ACS service of Visa/ MasterCard/ RuPay network till date of submission of bid to any public sector banks/ Private sector Banks/ Co-operative Banks In India.	Copy of relevant documents, certificates from organizations clearly indicating the card volumes handled, services provided etc.		
10	The bidder should not have their Directors convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.	Undertaking from the bidder		
11	As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy. Further, all bidders to submit an "Integrity Pact" as per Annexure E on non-judicial stamp	"Integrity Pact" as per Annexure E on non-judicial stamp paper of Rs. 200/-		

	paper of Requisite value.			
--	---------------------------	--	--	--

We confirm having complied with all the prescribed eligibility criteria of the RFP.

Yours faithfully,

SIGNATURE

(Name & Designation, seal of the firm)

Note: Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates clearly mentioning the services provided, period and the volumes handled must be submitted as proof in support of the claims made along with tender. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

All certificates, reference letter, undertaking should be in English, duly complete with signature, name and stamp of the issuing authority and their organization.

DECLARATION

I / We, the undersigned, do hereby declare that the statements made in the pre -qualification questionnaire forms and in the required attachments are true and correct.

The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Bank of Baroda to verify this Statement or regarding competence and general reputation of our company.

While submitting this bid, we certify that:

- 1) Price in the bid has been arrived at without agreement with any other bidder of this RFP for restricting competition.
- 2) We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
- 3) The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
- 4) The rates quoted by us in the commercial bid, cover all the activities as defined in the RFP and subsequent pre-bid clarifications / modification/ revisions advised by Bank of Baroda in writing, without any exception.

We undertake to comply with the terms and conditions of the RFP and subsequent pre-bid clarification / modifications / revisions advised by Bank of Baroda in writing.

We also accept that in the event of any information / data / particulars provided by us proving to be incorrect, Bank will have the right to disqualify us from the bid/ cancel the order at any stage.

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

(Signed by an Authorized Officer of the Company)

(Title of Officer)
(Name of Company) (Date)

Annexure-B: Reference Details

	Reference 1	Reference 2
Name of the Bank/Client (with whom the Bank may interact for obtaining references)		
Address of the Bank/Client		
Contact Details (At least two contacts are to be provided for each reference)		
Contact 1	Name	
	Designation	
	Landline no	
	Mobile no	
	E-mail id	
Contact 2	Name	
	Designation	
	Landline no.	
	Mobile no.	
	E-mail id	
Services started from		
Brief details of the Services provided		

Yours faithfully,

SIGNATURE

(Name & Designation of signatory, seal of the Company)

Annexure- C: Compliance Certificate

To,
The Assistant General Manager,
Digital Operations Group,
5th Floor, Baroda House,
Behind Dewan Shopping Centre,
S V Road, Jogeshwari (West)
Mumbai – 400 102

Dear Sir,

**Re:Bank's RFP no. BCC:DIGITAL:DOG:DCOT:114:364 for Selection of Service Provider for
Providing Authentication Control Server (ACS) Services for Debit Card Online
Transactions**

Having examined the tender document including all annexure, the receipt of which is hereby duly acknowledged, we the undersigned offer to selection of vendor for implementation of Authentication Control Server services for debit card online transactions in conformity with the said RFP document and in accordance with our proposal and the schedule of prices offered in the price bid and made part of this tender, we confirm as under:

1. If our bid is accepted, we undertake to implement the services within the scheduled time lines as stipulated in this RFP.
2. We confirm that this offer is valid for 180 days from the last date for submission of tender document to the Bank.
3. This bid together with your written acceptance thereof and your notification of award if shortlisted shall constitute a binding contract between us.
4. We undertake that in competing for and if the award is made to us, in executing the subject contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
5. We agree that Bank is not bound to accept the lowest or any bid that Bank may receive.
6. We have never been barred/black-listed by any regulatory /statutory authority in India.

Yours faithfully

SIGNATURE

(Name & Designation, seal of the firm)

Annexure D: Format of Bank Guarantee for Bid Security

To,
The Assistant General Manager,
Digital Operations Group,
5th Floor, Baroda House,
Behind Dewan Shopping Centre,
S V Road, Jogeshwari (West)
Mumbai – 400 102

1. M/s _____, having its registered office at _____ (herein after referred as 'bidder') _____, has inter-alia agreed to furnish a bank guarantee from a scheduled bank for Rs 25, 00,000/- (Rupees Twenty Five Lacs only) as security for compliance with the bidder's obligation in accordance with stipulation of RFP No. dated _____ Issued by Bank of Baroda.
2. On request of the bidder we _____ (hereinafter called the issuing bank) do hereby undertake to pay to you an amount not exceeding Rs 25,00,000/- (Rupees Twenty Five Lacs only) against any non-compliance with conditions contained in the RFP.
3. We _____ (the issuing bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from you stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by you by reasons of any breach by the said bidder of any of the terms or conditions contained in the RFP by reason of the bidder's failure to perform the terms thereof. Any such demand on us during the currency shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs 25, 00,000/- (Rupees Twenty Five Lacs only).
4. Any notice by way of demand or otherwise hereunder may be sent by courier, or registered post to our local address of the issuing Bank and if sent accordingly it should be received and duly and acknowledged by the bank on or before the expiry date of the guarantee.
5. We _____ further agree that the guarantee herein contained shall remain in force during the period that would be taken for the performance of the said obligation and that it shall continue to be enforceable till _____

satisfactory compliance of the terms and conditions thereof by the bidder or till you certify that the terms and conditions of the said RFP have been fully and properly carried out by the said bidder and accordingly discharge the guarantee or till expiry date whichever is earlier.

6. This bank guarantee shall remain in operation from the date of issue and we shall not revoke this guarantee during the currency except with your previous consent in writing. You may enforce your rights pursuant to this guarantee in any court or tribunal in accordance with laws of India.

7. We _____ further agree with you, that you shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said RFP or to extend time of performance by the said bidder from time to time or to postpone for any time or from time to any of the power exercisable by you against the said bidder and to forbear or enforce any of the terms and conditions relating to the said RFP and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said bidder or for any forbearance, act or omission on your part or any indulgence by you to the said bidder.

8. The bank guarantee shall not in any way be affected by your taking or giving up any securities from the bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or as the case may be of the bidder.

9. The bank guarantee shall not be affected by any change in our constitution or of the bidder nor shall it be affected by any change in your constitution or by any amalgamation or absorption but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamating company or concern till expiry date.

10. We have the power to issue this bank guarantee in your favour and the undersigned has full power to execute this bank guarantee under the power of attorney dated _____ issued by _____.

Notwithstanding anything contained herein

- i) Our liability under this bank guarantee shall not exceed Rs 25, 00,000/- (Rupees Twenty Five Lacs only).
- ii) This bank guarantee shall be valid up to _____; and
- iii) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____.

Annexure-E: PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day _____ of _____ month, 20____, between, on one hand, Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisitions and Transfer of Undertakings) Act, 1970 having its Head Office at Mandvi Baroda, and its corporate office at Baroda Corporate Centre, C -26, G Block, Bandra Kurla Complex, Bandra East, Mumbai- 400 051 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item/Services) and the BIDDER/Seller is willing to offer/has offered the said stores/equipment/ item/services and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking performing its functions on behalf of the President of India.

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

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

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

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

Commitments of the BUYER

1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other Advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to

all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre -contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.
3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not

engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

Previous Transgression

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

terminated for such reason.

Earnest Money (Security Deposit/ Bid Security)

1. While submitting commercial bid, the BIDDER shall deposit an amount (shall be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - i. Bank Draft or a Pay Order in favour of Bank of Baroda
 - ii. A confirmed guarantee by an Indian Nationalized Bank other than Bank of Baroda, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - iii. Any other mode or through any other instrument (to be specified in the RFP).
2. The Earnest Money/Security Deposit shall be valid up to a period of seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanctions for Violations

1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - a. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - b. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - d. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding

payment could also be utilized to recover the aforesaid sum and interest.

- e. To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - f. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - g. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - h. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - i. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - j. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
 3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Independent Monitors

1. The BUYER has appointed Independent External Monitors (hereinafter referred to as IEM) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Harishwar Dayal (Email id: dayalagra@gmail.com)

2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
8. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER I BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

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

Other Legal Actions

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

Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the

BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer:

Chief Executive

Officer Designation:

Department:

Witness

Witness

1. _____

2. _____

1. _____

2. _____

Annexure-F: NON-DISCLOSURE AGREEMENT

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for Proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed. The NDA must be executed on the bidder's company letterhead. The primary bidder along with all partners who gain access to the Bank's confidential data (as described in the NDA) must sign the NDA.

NDA format is provided below

(On the Letterhead of the bidder)

Strictly Private and Confidential

To,

The Assistant General Manager,
Digital Operations Group,
5th Floor, Baroda House,
Behind Dewan Shopping Centre,
S V Road, Jogeshwari (West)
Mumbai – 400 102

Dear Sir,

Non-Disclosure Agreement

We acknowledge that during the course of bidding for Request for Proposal (RFP) for selection of Service Provider for Providing Authentication Control Server (ACS) Services for Debit Card Online Transactions, we shall have access to and be entrusted with Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to Bank and its business that is provided to us pursuant to this Agreement.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Agreement) to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. We shall not disclose or divulge any of the Confidential Information to any other client of [name of product vendor / implementation partner].

5. This Agreement shall not prohibit disclosure of Confidential Information:
 - To our partners / directors and employees who need to know such Confidential Information to assist with the bidding for RFP floated for Engagement of consultant;
 - To the extent that such disclosure is required by law;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which we are bound to comply; and
 - To our professional advisors for the purposes of our seeking advice. Such professional advisors will be informed of the need to keep the information confidential.
6. Upon your request we shall arrange delivery to you of all Confidential Information, and copies thereof, that is in documentary or other tangible form, except:
 - For the purpose of a disclosure permitted by item 5 above; and
 - To the extent that we reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that we may provide.
7. This Agreement shall not apply to Confidential Information that:
 - Is in the public domain at the time it is acquired by us;
 - Enters the public domain after that, otherwise than as a result of unauthorized disclosure by us;
 - Is already in our possession prior to its disclosure to us; and
 - Is independently developed by us.
8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.
9. We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
10. We acknowledge that no failure or delay by you in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise thereof or the exercise of any other right, power, or privilege.
11. Unless the bank otherwise agree in writing, bidder's duty to protect Confidential Information expires one year from termination / expiry of this Agreement.
12. This Agreement shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

INDEMNITY

1. We hereby agree to indemnify and keep bank indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by us and /or ours employees and shall immediately reimburse and pay to bank on demand all damages, loss, cost, expenses or any charges that bank may sustain suffer, incur or pay in connection therewith.
2. We acknowledge that a breach of our obligations under this undertaking could cause irreparable harm to the bank for which monetary damages may be difficult to ascertain or an inadequate remedy. We therefore agree that the bank will have the right, in addition to its other rights and remedies, to seek injunctive relief and damages for any violation of this

Agreement.

Yours sincerely

Signature and Stamp of Company

[Authorized Signatory (same as signing the proposal) – Bidder]

Name:

Position:

Date:

We have read this Agreement fully and confirm our agreement with its terms

Annexure G: Commercial Bid

(Amt. in Indian Rupees)

Sr.	Service Description	Quantity for evaluation (A)	Unit Cost for services (Excl. of all taxes) (B)	Total Cost for services for given quantity (Excl. of all taxes) (B * A)
1	Card online transaction Processing through ACS service	5,00,00,000		

Service Description	Unit Cost for SMS (Excl. of all taxes)
SMS for OTP (not for evaluation)	

Note:

1. The Bidder must provide and quote for all products and services as desired by the Bank as above. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.
2. The price quotes should be up to three decimal places only.
3. SMS cost for OTP will not be considered for evaluation of lowest bidder.
4. The applicable taxes with rate is as under:

Sr.	Tax/ Duty	Rate of Tax	Any other relevant detail
1			
2			
..			

Annexure H –

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

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

To,
The Assistant General Manager,
Digital Operations Group,
5th Floor, Baroda House,
Behind Dewan Shopping Centre,
S V Road, Jogeshwari (West)
Mumbai – 400 102

Sir,

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

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

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

Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country.”

2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]"

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

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

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

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

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated this.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2.
3.
4.

ANNEXURE - I

Bid Security Form

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

To,
The Assistant General Manager,
Digital Operations Group,
5th Floor, Baroda House,
Behind Dewan Shopping Centre,
S V Road, Jogeshwari (West)
Mumbai – 400 102

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

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

THE CONDITIONS of this obligation are:

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

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

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

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to _____ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) The total liability of Bank under this guarantee shall be limited to Rs. _____ /- (Rupees only).

Place:

SEAL

Code No.

SIGNATURE.

NOTE:

BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANKS LOCATED IN MUMBAI.