



## Request for Proposal

### Selection of Service Provider for the Procurement, Implementation & Maintenance of a Cloud based Digital Co-Lending Platform for Lending Products and Services

Bank of Baroda  
7<sup>th</sup> Floor, Baroda Sun Tower  
Digital Group  
C-34, G-Block  
Bandra Kurla Complex  
Bandra (East), Mumbai - 400 051

01<sup>st</sup> December 2021  
RFP Reference No.: BCC:DIGITAL:DPPG:113:11

[A] Important Dates / Schedule of activities

S. No.	Particulars	Timeline
1	RFP Issuance Date	01 <sup>st</sup> December 2021
2	RFP Coordinator Name & Contact Details	Mr. Gajanan Raut, Chief Manager,  Digital Platforms and Products (Assets) – Digital Group, Bank of Baroda, 7 <sup>th</sup> Floor, Baroda Sun Tower, C-34, G-Block, BKC, Mumbai-51  Phone Number: 022 - 6759 2535 Email: dld.bcc@bankofbaroda.com
3	Last Date of Written request for Clarifications Before the Pre-bid Meeting	8 <sup>th</sup> December 2021 6:00 pm, by email to dld.bcc@Bankofbaroda.com
4	Pre-bid meeting date & venue details	10 <sup>th</sup> December 2021 3:00 PM  In view of the current situation, the Pre-bid meeting will be conducted via web-conference through MS Teams  Bidder to submit two participant's names, contact numbers, designations and e-mail IDs on dld.bcc@Bankofbaroda.com by 7 <sup>th</sup> December 2021  Meeting invite shall be sent by the Bank to the bidder's provided email IDs as per the schedule mentioned above.
5	Last date of submission of RFP Response (Closing date)	By 29 <sup>th</sup> December 2021, 3:00 PM Mode: Online on URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
6	Eligibility cum Technical Bid Opening Date	By 29 <sup>th</sup> December 2021 4:00 PM Mode: Online on URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>  1. The meeting will be held online through Bank's Online Meeting Platform (i.e., Microsoft Teams)  2. Bidders are requested to send bid submission confirmation with their email address for attending online bid opening meeting on dld.bcc@Bankofbaroda.com id <u>after RFP submission time is over</u>
7	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
8	Application Money	Rs. 50,000/- (Rupees Fifty Thousand only)

S. No.	Particulars	Timeline
9	Bid Security / Earnest Money Deposit (EMD)	Rs.10,00,000/- (Rupees Ten Lakhs only)
10	Performance Bank Guarantee	Successful vendor shall provide a performance guarantee within 30 days from the date of receipt of the order or signing of the contract, whichever is earlier in the format as provided in Annexure 16, to the extent of 3% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. Guarantee should be of a Scheduled Commercial Bank in India, other than Bank of Baroda.
11	Mode of bid submission	Mode: Online URL: <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>
12	Support details of Online Portal facilitator	ITI Limited, Tenderwizard Helpdesk Team Email: <a href="mailto:eprocurebob@etenderwizard.com">eprocurebob@etenderwizard.com</a> Phone: +91-11-49424365  For more details, check under Contact us at home page of e-procurement portal <a href="https://www.tenderwizard.com/BOB">https://www.tenderwizard.com/BOB</a>

Note: The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website [www.Bankofbaroda.in](http://www.Bankofbaroda.in) under Tender Section for any changes / addendums to the above schedule and/or any other changes to this RFP. Bidders to check Bank Tender section related to any addendums or any important information. 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:**

Following terms are used in the document interchangeably to mean:

- a) **'Bank'** or **'BOB'** means 'Bank of Baroda'
- b) **'Recipient'**, **'Respondent'**, **'Bidder'**, **'Service Provider'**, **'SP'**, **'Vendor'** means the respondent to the RFP document
- c) **'RFP'** or **'Tender'** means the Request for Proposal document
- d) Proposal, Bid means **"Response to the RFP Document"**
- e) Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda.
- f) Support means **'Support & Services'** to be provided as part of the **'Scope of Work'**
- g) AMC means Annual Maintenance Contract

Abbreviations:

<b>Abbreviation</b>	<b>Expansion</b>
AD	Active Directory
AI	Artificial Intelligence
AMC	Annual Maintenance Contract
AML	Anti-Money Laundering
API	Application Programming Interface
BC	Business Continuity Planning
BI	Business Intelligence
BOB	Bank of Baroda
BOM	Bill of Material
BRE	Business Rule Engine
CBS	Core Banking System
CC	Contact Center
CERSAI	Central Registry of Securitization Asset Reconstruction and Security Interest of India
CIBIL	Credit Information Bureau (India) Limited
CME	Construction and Mining Equipment
CR	Change Request
CRM	Customer Relationship Management
CV	Commercial Vehicles
CVC	Central Vigilance Commission
DC	Data Center
DD	Demand Draft
DIPP	Department of Industrial Policy and Promotion
DL	Driving License
DG	Digital Group
Co-Lending Platform	Co-Lending Platform
DPD	Days Past Due
DR	Disaster Recovery
EAS	Enterprise Application Services
EMD	Earnest Money Deposit/ Bid Security
EMI	Equated Monthly Installment
EPFO	Employees' Provident Fund Organization
ETB	Existing to Bank
FATCA	Foreign Account Tax Compliance Act
FI	Field Investigation
GDPR	General Data Protection Regulation
GST	Goods and Services Tax
GSTIN	Goods and Services Tax Identification Number
GUI	Graphical User Interface
HL	Home Loan
HLD	High Level Design
HW	Hardware

<b>Abbreviation</b>	<b>Expansion</b>
IEC	Importer Exporter Code
INR	Indian Rupee
IP	Integrity Pact
IRD	Integration Requirement Document
IS	Information Security
IT	Information Technology
ITR	Income Tax Return
KYC	Know Your Customer
LLP	Limited Liability Partnership
LLPS	Loan Lifecycle Processing System
LOS	Loan Origination System
LOV	List of Values
MCA	Ministry of Corporate Affairs
MIS	Management Information System
ML	Machine Learning
MSME	Micro, Small & Medium Enterprises
NBFC	Non-Banking Financial Company
NCLAT	National Company Law Appellate Tribunal
NCLT	National Company Law Tribunal
NDA	Non-disclosure Agreement
NEFT	National Electronic Funds Transfer
NSDL	National Securities Depository Limited
NSIC	National Small Industries Corporation
NTB	New to Bank
OCR	Optical Character Recognition
OEM	Original Equipment Manufacturer
OTP	One Time Password
PAN	Permanent Account Number
PL	Personal Loan
PO	Purchase Order
PoC	Proof of Concept
PSU	Public Sector Undertaking
PWA	Progressive Web Application
RBI	Reserve Bank of India
RC	Registration Certificate
RCA	Root Cause Analysis
RO	Regional Officer
RRBs	Regional Rural Banks
RTGS	Real Time Gross Settlement
RTO	Regional Transport Office
SDK	Software Development Kit
SEBI	Securities and Exchange Board of India
SI	System Integrator

Abbreviation	Expansion
SIT	System Integration Testing
SLA	Service Level Agreement
SOA	Service Oriented Architecture
SOW	Statement of Work
SP	Service Provider
SRS	Software Requirement Specifications
TAN	Tax Deduction Account Number or Tax Collection Account Number
TAT	Turn Around Time
TCO	Total Cost of Ownership
TPV	Third Party Verification
UAT	User Acceptance Testing
UI	User Interface
UPI	Unified Payments Interface
URD	User Requirement Document
UX	User Experience
VAPT	Vulnerability Assessment and Penetration Testing
VID	Virtual ID
ZO	Zonal Officer

**Confidentiality:**

This document is meant for specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of Baroda expects the Bidders or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of 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.

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## 1 Introduction

### 1.1 Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8584 branches in India and 96 branches/offices overseas including branches of our subsidiaries, distributed in 19 countries.

Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office (Baroda Corporate Center) at C-26, G-Block, Bandra Kurla Complex, Bandra East, Mumbai – 400051 (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this Request For Proposal (RFP) document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, participate in the competitive bidding for appointment of service provider for procurement, implementation & maintenance of an integrated digital co-lending platform for all lending products and services.

### 1.2 Project Overview

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a Bidder for procurement, implementation and maintenance of an integrated, cloud based Digital Co-lending platform for all lending products and services under the Reserve Bank of India (RBI) scheme “Co-Lending by Banks and NBFCs to Priority Sector”.

The primary focus of the revised scheme, rechristened as “Co-Lending Model” (CLM), is to improve the flow of credit to the unserved and underserved sector of the economy and make available funds to the ultimate beneficiary at an affordable cost, considering the lower cost of funds from Banks and greater reach of the NBFCs.

In terms of the CLM, Banks are permitted to co-lend with registered NBFCs (including HFCs) based on a prior agreement. The co-lending Banks will take their share of the individual loans on a back-to-back basis in their books.

The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP, who fulfill the eligibility criteria mentioned under Annexure 2 and are also in a position to comply with the Project Scope and Functional & Technical Requirement as mentioned in Annexure 11.

Apart from the above, the bidder must also agree to all our terms & conditions mentioned under this RFP.

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

### 1.3 Project Scope

BoB invites proposals from experienced and eligible entities (herein after called 'Respondent' or 'Bidder') to provision a digital Co-lending platform which is scalable and flexible to deliver digital co-lending journeys offered by the Bank including but not limited to:

1. Secured and Unsecured Retail Loan Products
2. Secured and Unsecured MSME Loan Products
3. Agriculture Loan

Vendor shall facilitate to add any new segment/products/regulatory changes introduced under Co-Lending Model within the commercials offered on transaction model cost indicated in the commercial bid.

The proposed Co-Lending solution shall be deployed on a dedicated cloud instance integrated with on-premises set up to be provided by Bidder.

The bidder shall procure dedicated cloud (Refer to Cloud Managed Service 15.1.1.2 & Cloud Service Provider compliance 15.1.1.3) and separate cloud for hosting the application. A separate cloud account to be used with dedicated instances and databases for the Bank.

The Bidder shall provide a commercial quote including implementation for all products listed in this RFP.

The Bidder shall perform the implementation of the lending products and go-live as per the project timelines detailed in section 1.7 of this RFP.

Broad scope across the aforementioned areas is covered as under –

- 1) UI/ UX Design for Co-Lending Journey for secured and unsecured retail, MSME and Agriculture loans:
  - a) The Bidder shall design of the user experience, wireframes & prototypes supported by user flows and stories.
  - b) The bidder shall create relevant documentations and seek sign off from BoB.
  - c) The bidder shall develop bilingual (English and Hindi) device agnostic responsive web portal, for Bank users and partners.
  - d) The solution developed shall be highly responsive, easy to navigate and user friendly.
  - e) Integration with Bank LOS
- 2) Development of Co-Lending journeys through web for all user types (External/Internal):
  - a) The platform shall enable configuration of Co-Lending journeys across web on basis requirements of the Bank.
  - b) The platform shall enable Bank's internal users to process Lead Acquisition, Loan Application, Sanction, Disbursement, Collections and Reconciliation. Seamless session / journey should be enabled by the bidder.
  - c) The platform shall enable configuration of all user journeys needed for successful sanctions till disbursements, including management of exceptions and deviations.
  - d) The platform shall enable to configure customer constitution types (Individual, Proprietorship, Partnership, LLPs, Pvt. Ltd, Companies)
  - e) The platform should have the provision to onboard NBFC partners, configure service terms and manage partner performance & payouts.
  - f) The platform is expected to provide workflows to manage Collection Management via

Escrow.

- g) The platform should be able to seamlessly integrate with the Escrow Account maintained with any Bank. The Solution shall ensure ease of integration of the Escrow Accounts of any Bank.

3) Base Platform Setup, Configuration & Customization:

- a) The platform should enable to setup, configure and customize the base platform for digital Co-Lending journeys of Bank's all Co-Lending products.
- b) The platform shall provision an integrated lead management module, in-built business rules engine (BRE), collection management, access management and configurable on-demand real time reports and dashboards.
- c) The platform shall ensure that all products covered as part of Co-Lending journeys have flexible configuration.
- d) The Bidder shall provide dedicated cloud instance for Bank of Baroda. The cloud instance so provided shall be maintained to meet the request response requirements indicated in the RFP along with regulatory and Bank information security compliance requirements from time to time. It shall be noted, any additional compliance required shall be delivered without additional charges.

4) Platform & Solution Implementation

The Bidder is expected to carry out requirements analysis, system design, installation & configuration of solution including deployment of APIs, unit testing, system & integration testing, User Acceptance Testing (UAT), system and functional documentation, deployment & go-live commissioning, hyper-care support and extended support & maintenance.

5) Overall Solution Delivery, Integration & Vendor Management

The bidder shall perform the role of a system integrator and take full responsibility for end-to-end solution delivery. The Bidder shall design & deliver integrations between systems internal to the Bank and NBFC/External systems. The bidder shall ensure flexibility to enroll third party / fintech companies / other service providers for lead capturing / marketing / data validation / any other purpose and ensure the platform integrates with Bank's existing systems on a plug and play model. The bidder shall integrate with Bank provided inhouse services viz CKYC, eKYC, PAN, DMS, CBS etc., Fintech services viz CIBIL, ITR/GST/Bank Statement Analysis etc. – the responsibility for such integrations will lie with the successful bidder.

6) Primary & Secondary for live system, UAT & SIT and MIS instances

Bidder to configure cloud instances for Primary & Secondary for live system, UAT & SIT and MIS set up.

Bidder to ensure back up provision as per the requirements given by the Bank from time to time including tape back up at the defined time intervals.

Bidder to maintain a MIS system for the purpose of identifying the number of sanctions, billing details, journey success, failure, drop-off including reasons and rectification measures so that the system functions smoothly.

Any customer application journey failures on account of systemic issues will attract penalty at the rate of 0.05% of monthly payment on per week basis from the date of reporting of the issue till resolution. Any week or part of the week will be considered as full week for the purpose of penalty calculation. Bidder to submit monthly bills along with the applicable penalties for the month.

#### 7) Middleware

The Bidder shall setup, configure and customize a middleware platform for managing all communications between the On-Cloud Co-Lending Platforms and the Bank's internal systems. The Bidder will be allowed to connect with the Bank's internal systems including but not limited to the CBS platform only through the Middleware platform via a proxy. The Bidder shall provision for all integrations between the Middleware and the Bank's internal System. The Bidder shall ensure the Middleware has all relevant security measures as per the Bank's data Security requirements. The requisite middleware product, associated licenses including BOM should be part of the commercial bid. The middleware would be deployed and installed at Bank's DC and DR, and the requisite hardware would be provided by the Bank. The middleware shall record/log all communications/data exchange between cloud instance and Bank systems.

#### 8) Fintech Integrations

The Co-Lending Platform should have the ability to integrate with the fintech services required for the digital Co-Lending journeys. The Bidder shall also provision integrations for optional fintech services that may be consumed by the Bank at a later stage.

### 1.4 Technical Proposal Attention Items

Bank will award the contract to the successful vendor and the vendor should deliver the service as per the scope.

- a) General Conditions: Vendor shall complete the entire work and make all the systems operational within stipulated timeline mentioned in the delivery section 1.7 of this RFP.
- b) This RFP is not a contract offer. Receipt of a proposal neither commits Bank to award a contract to any bidder, nor limits Bank's rights to negotiate with any bidders, suppliers or contractors in Bank's best interest. Bank reserves the right to contract with any bidder, supplier or contractor at its own discretion.
- c) Bank reserves the right to request additional information necessary and pertinent to the project to assure the bidder's ability and qualification to perform the contract.
- d) Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
- e) For any ambiguity, omissions or unclear content in the RFP the bidders should request Bank to clarify along with pre-bid queries within the timeline mentioned in the "[A] Important Dates.
- f) For all technical details, relevant standards and specifications of this RFP that may not be stated in detail, bidders should ensure and provide quality and industrial standard products / services to Bank.
- g) In case of any difference in the standards between this RFP and the bidders' proposal, the higher standards shall prevail and be applicable.

- h) Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the bidders.
- i) Bank reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the bidder made after receipt of the proposal will be at the sole discretion of Bank.  
Bank

### **1.5 Pre-Qualification for Submission of Bid**

Bidders satisfying the eligibility conditions (mentioned in Annexure 2) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in Annexure 10 may submit their bid through Bank’s e-tendering service provider website <https://www.tenderwizard.com/BOB> on or before the time line stipulated in the [A] Important Dates.

Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank. The detail guidelines for submission details and E-tendering mentioned in Section 3.2.42.

### **1.6 Contract Period**

The contract with the selected Service Provider will be valid for a period of 5 years, beginning from the date of first live transaction. The live transaction date has to be mutually decided and agreed upon between both parties. However, the contract terms will be applicable from the issue of the purchase order date. The services will be deemed completed only when all the contracted services by the Bank are provided as per desired specifications, implemented, tested and accepted by the Bank, along with the associated documentation as per the requirements of the contract executed between the Bank and the Service Provider. If so desired by the Bank, contract may be extended after expiry of initial contract on an annual basis based on performance review of the services provider. Bank may renew part or full services as per its needs. The Bank will have the right to renegotiate terms and prices at the end of the contract period. The bidder is expected to provide annual maintenance support during lifetime of the solution as per the contracted/RFP terms. However, no annual maintenance charges will be separately payable till the arrangement is based on the login Table A – Sanction charges, Table B – Active account maintenance charges. The contract shall include the RFP, pre-bid replies, purchase order and all communications made till purchase order issuance date. Bank and vendor can add addendums to the contract, on mutually agreed terms. The Bank will sign a master services agreement (MSA) with successful bidder. However, till the MSA is signed the RFP and Purchase Order (PO) shall be treated as the contract and binding on the successful bidder.

### **1.7 Service Levels & Uptime Guarantee**

For details, please refer Annexure 13 that provides the service levels for end-to-end integrated solution for processing of digital co-lending applications.

### **1.8 Delivery**

The Bidder should deliver services to the Bank as per the requirement of this RFP as per below mentioned timelines:



## Co-Lending Journeys for Lending products

Milestone	Timeline
Date of selection of Vendor	T
Delivery of Software Requirement Specifications (SRS) & sign off by Bank for co-lending journeys of all Lending Products	T + 10 CD
Delivery of UI / UX & sign-off by Bank for Co-Lending journeys of all Lending Products	T + 15 CD
Development completion & installation, configuration, testing & sign-off by Bank for Co-Lending journeys of all Lending Products	T + 90 CD
User Acceptance Testing (UAT) completion & sign-off by Bank for Co-Lending journeys of all Lending Products	T + 100 CD
Go-Live & sign off by Bank for Co-Lending journeys of Lending Products	T + 120 CD
Support and maintenance post Go Live	On and post successful go live
Subsequent integration with each NBFC	30 CD for each NBFC implementation

CD = Calendar Days

Note:

The bidder will be expected to resolve observations of all Vulnerability Assessment and Penetration Testing (VAPT) done at regular intervals, as per the below timelines,

- Bidder to resolve major observations of VAPT within 2 weeks of receiving observations
- Bidder to resolve minor observations of VAPT within 1 week of receiving observations

Bidder will need to take sign off by the Bank on resolution of VAPT observations.

Timelines for subsequent phases will be decided mutually by the Bank and successful Bidder.

Please also note:

Unconditional warranty term will be applicable for co-lending product during the entire contract period.

**Bidder will have to pay late delivery charges to the Bank @ 1% of the total contract value inclusive of all taxes, duties, levies etc., per week or part thereof, for late delivery beyond due date of delivery, to a maximum of 5% of the total contract value inclusive of all taxes, duties, levies etc. If delay exceeds 5 weeks from due date of delivery / commissioning or late delivery charges exceeds the maximum percentage of 5%, Bank reserves the right to cancel the order. The charges will be deducted from the payouts of Contract value.**

### 1.9 Order Cancellation

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

- Delay in solution implementation and go-live to the Bank
- Serious discrepancy in the quality of solution / service / facility / security.

In case of order cancellation, any payments made by the Bank to the SP would necessarily have to be returned to the Bank with interest @ 15% per annum, further the SP would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other SP. This is after repaying the original amount paid.

### 1.10 Payment Terms

The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.

The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities 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 professional fees quoted by the bidder in the price bid against such activity / item.

The method and conditions of payments to be made to the successful Bidder in Indian Rupees shall be per login based and account maintenance charges. The per login fee shall include licenses, one-time implementation, incremental changes (Regulatory and Bank requirements), infrastructure, fintech services, support & maintenance of Digital Co-Lending Platform.

The payments shall be made by the Bank monthly in arrears.

The invoices should have consolidated information of milestones achieved. The Bidder shall facilitate verification / validation of milestones achieved. No invoices should be generated by the Bidder without Bank's confirmation for the work done in previous months / quarters. Invoices need to be billed within 7 days of completion of the preceding month / quarter.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the Service Provider. Payment will be released by Digital Group, BCC, Mumbai as per above payment terms on submission of invoices along with relevant supporting documents.

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

**Note:** Enterprise License to use would mean unlimited client licenses for Bank branches in India & International territories, RRBs, Subsidiaries and associates both domestic & international. The cost structure offered under this RFP is applicable for any other Bank's subsidiaries domestic and International.

The license for the solution to be Enterprise wide for all the modules offered without any constraint on number of branches or users for the Bank's Operations in India & International Territories, present & future subsidiaries and associates both domestic & international and present & future RRBs.

## 2 Bid Evaluation Process

The Bank has adopted a two-bid system for selection of the bidder:

- Stage 1 – Eligibility Bid Evaluation
- Stage 2 – Evaluation methodology for eligible bidders
  - a. Technical Bid Evaluation
  - b. Commercial Bid Evaluation
  - c. Weighted evaluation

During evaluation of the bids, the Bank, at its discretion, may ask the Bidder for clarification in respect of its bid. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any bid in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and Bank will not entertain any correspondence in this regard.

### 2.1 Eligibility Bid Evaluation

Eligibility criteria for the Bidder to qualify this stage has been outlined in Annexure 2 of this RFP document. The bidder would need to provide supporting documents listed in the Annexure 2 as part of the eligibility proof. The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated.

Non-compliance to any of the eligibility criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in Eligibility Criteria mentioned in Annexure 2. Any credential detail that is not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be as per format specified in Annexure 20 and should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. There will be no scoring involved in the Eligibility Bid evaluation.

### 2.2 Evaluation Methodology for Eligible Bidder

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

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Weighted evaluation

After qualifying the eligibility criteria, the technical evaluation and the commercial evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weightages are as under:

### 2.2.1 Technical Bid Evaluation

The Technical Proposal will be evaluated for technical suitability in context of the requirements mentioned in Annexure 11. The bidder should present and demonstrate their capabilities for their proposed product/services which will be evaluated basis the evaluation criteria mentioned in the subsequent section. Further the Bank's officials would speak with relevant client references (any 3) provided by the bidder if deemed necessary. Bidders who qualify Technical evaluation would only qualify for the commercial bid opening. If required, Bidder may need to demonstrate to Bank technical evaluation committee, point wise compliance all the requirements stated in the RFP.

The technical evaluation will be done on a total score of 100. The bidder needs to achieve a cut – off score of 70 marks in the technical evaluation to be qualified for commercial bid opening.

Only those bidders who achieve the specified cut – off scores would be short-listed for Stage 3 – Commercial Bid Evaluation.

The vendor should present and demonstrate the proposed solution which will be evaluated on functional requirement given in the RFP. Further the Bank's officials would visit reference sites provided by the Vendor if deemed necessary.

In case there is only one Bidder having technical score of -70- or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such Bidder. In case, none of the participating Bidders qualify on technical criteria and reach or exceed the cut-off score of -70-, then the Bank, at its sole discretion, may qualify two Bidders on the basis of the top -2- scores. However, the Bank at its discretion may reject the proposal of the Bidder or not consider Bidder below cut-off marks by relaxing criteria as mentioned above, if in the Bank's opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer references are negative or the proposed solution does not meet the Bank's functional and technical requirement.

The bid submitted will be evaluated by selection committee. The Bank will evaluate the bids received for eligibility criteria compliance. The eligible bidders would be invited for further bid evaluation process. The Bidder shall make a presentation to the selection committee consisting of the methodology of the implementation, bid meeting the compliance requirements of the RFP and a demo. The technical capabilities and competence of the Service provider should be clearly reflected in the presentation and demo. The Bank will inform the date, time and venue of the presentation and demo to the Service providers.

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

The details of the technical evaluation criteria are as follows:

#### 2.2.1.1 Technical Evaluation Criteria

- A. The following table highlights the detailed evaluation parameters for each of the components.

Component	Evaluation Parameters	Score
<b>Digital Journey Implementation Experience (Based on Annexure 20)</b>		
	<b>Number of Lending product implementations carried out in commercial Banks and NBFCs in India</b> - For each implementation of lending product with more than one year of operations at customer site/cloud (Proof of customer PO or customer testimonial to be submitted) – 2 Marks per reference (Maximum 10 Marks)	10
	<b>Number of digital Co-Lending platform implementations carried out in commercial Banks and NBFCs in India</b> Implementation of digital Co-Lending platform with Application processing, collection management with integrated escrow management – 20 Marks OR Implementation of digital Co-Lending platform with Application processing - 10 Marks OR Demonstrable digital Co-Lending platform with Application processing, collection management with integrated escrow management – 15 Marks OR Demonstrable digital Co-Lending platform with Application processing - 07 Marks	20
<b>Functional &amp; Technical Specification Compliance (Based on Annexure 11 &amp; Annexure 20)</b>		
	Journey Compliance (Section 16.1) – 5 Marks	40
	Digital Co-Lending Platform – Modules for all products (Section 16.2) – 5 Marks	
	Integration Compliance (Section 16.3) – 5 Marks	
	Technical Compliance (section 16.4) – 5 Marks	
	Other Requirements (Annexure 12) – 5 Marks	
	Evaluation to be done based on conversations with references (Co-Lending/Lending products) provided. (Annexure 20) – 5 Marks Applicable for already implemented solutions	
	Implementation, DevOps resource plan and unique value adds – 5 Marks	
	Post implementation support model – 5 Marks	
<b>Technical Presentation and Demo – Co-Lending Platform</b>		
	Understanding the key objectives of RFP – 10 Marks	30
	Confidence shown in execution of scope, specifically – 10 Marks	
	- Overall digital Co-Lending solution design and delivery including design, development & maintenance of solution components	
	Configuration & customization of Co-Lending platform as per the Bank's requirements	
	- Frontend design including conceptualization & design of Bank and NBFC journeys	

Component	Evaluation Parameters	Score
	Timeline commitment and SLA assurance – 10 Marks	
	Solution approach and program management and governance, including project management plan; scope, time and quality management; engagement governance model and overall implementation plan, milestones and Post implementation support models discussed – 2 Marks	
	Deviations, scope restrictions etc. (Less deviations and scope restrictions result in higher score) – 2 Marks	
	Product support, Training, handling scale, growth metrics and additional capabilities discussed – 2 Mark	
	Qualitative evaluation and comprehensiveness of the co-lending journey coverage of the demos provided during the technical presentation, covering application processing, collection management and integrated escrow management – 2 Marks	
	Qualitative evaluation of relevant experience of team suggested for BoB project (Detailed profiles for on-site and off-site resources need to be submitted, Relevant project management certifications and credentials of the team to be highlighted in the profiles submitted. - 2 Marks	

## B. Demo Guidelines

The Bank requires the bidders to demonstrate end to end digital co-lending journeys, as part of the technical presentation.

### Note:

- Documentary evidence must be submitted for each criterion and undertaking, or declaration made by the service provider must be on the company letter head and is to be signed by an authorized signatory.
- The bidder is expected to provide all the relevant proofs for the information provided against each of the credentials mentioned in Annexure 20.

Bidders who achieve the cut-off scores in the technical criteria and RFP requirements would only qualify for the commercial bid opening.

### 2.2.2 Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible bidders. The commercial bids submitted by bidders will be evaluated based on discounted total cost of ownership. The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% yearly to arrive at the present value of the future cash outflows. The evaluation will be done as follows:

- a) The discounted rate will be calculated on yearly basis based on the formula  $A/(1+i/100)^n$  where A= Total Value in each Year; i=10% and n =Year
- b) The Present Value will be calculated for all components as per details given in Annexure 15 – Commercial Bid format. However, details given in Annexure 15 are indicative and only for the purpose of Commercial Bid Evaluation. Actual Cash Flow / Payment will be

made as per the utilization of the service.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

**Commercial Bid format and TCO computation details included in Annexure 15**

**2.2.3 Weighted Evaluation**

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

As an example, the following procedure can be followed:

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

$$\frac{\mathbf{Clow} \times 100}{\mathbf{C}} + \mathbf{T}(1 - \mathbf{X})$$

**C** stands for discounted rate arrived basis of commercial evaluation.

**Clow** stands for the lowest discounted rate arrived basis of commercial evaluation.

**T** stands for technical evaluation score and

**X** is equal to 0.30.

#	Bidder	Technical Evaluation Marks (T)	Discounted Rate (C)	T * 0.70 (A)	[(Clow / C) x 100] x 0.30 (B)	Score (S = A + B)
1	AAA	75	120	52.5	25	77.5
2	BBB	80	100	56	30	86
3	CCC	90	110	63	27.3	90.3

In the above example, **Clow** is 100.

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

In case of more than one bidder with equal highest score (S) up to three decimals, then number of decimals will be increased.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever.

### 3 Terms & Conditions

#### 3.1 General Terms

- 3.1.1 Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.
- 3.1.2 For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent” or “Bidder”) and no other person or organization.
- 3.1.3 Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 3.1.4 No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 3.1.5 Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 3.1.6 Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, at its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.
- 3.1.7 The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 3.1.8 Standards: All standards to be followed will adhere to Bureau of Indian Standards or any other applicable industry standards as to Bank.
- 3.1.9 Acceptance of Terms: A Recipient will, by responding to the Bank’s RFP document, be deemed to have accepted the terms as stated in this RFP document.
- 3.1.10 Only one submission of response to RFP by each Respondent will be permitted.



- 3.1.11 The Bank expects the Bidder to adhere to the terms of this bid document and would not accept any deviations to the same.
- 3.1.12 The Bank expects that the Bidder appointed under the bid document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 3.1.13 Unless agreed to specifically by the Bank in writing for any changes to the bid document issued the Bidder responses would not be incorporated automatically in the bid document.
- 3.1.14 Unless expressly overridden by the specific agreement to be entered into between the Bank and the Bidder, the bid document shall be the governing document for arrangement between the Bank and the Bidder.
- 3.1.15 The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

### **3.2 Rules for Responding to this RFP**

- 3.2.1 The timeframe provided in point “[A] Important Dates / Schedule of activities” above is for the overall selection process. The Bank reserves the right to vary this timeframe at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Respondents during the process. The time schedule will be strictly followed. Interested parties are expected to adhere to these timelines. However, the Bank reserves the right to change the aforementioned timelines.
- 3.2.2 All responses received after the due date/time as mentioned in “[A] Important Dates Last Date of Submission of RFP Response (Closing Date)” would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 3.2.3 The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision-making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in “[A] Important Dates - RFP Coordinator”
- 3.2.4 Recipients are required to direct all communications for any clarification related to this RFP, to RFP Coordinator.
- 3.2.5 All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the addresses given in point “[A] Important Dates” above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.

- 3.2.6 However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 3.2.7 Respondents should invariably provide details of their email address(es) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 3.2.8 The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 3.2.9 Bidder should submit their Eligibility, Technical and Commercial bids at the address indicated in [A] Important Dates of RFP.
- 3.2.10 Application Money as mentioned in "[A] Important Dates – Application Money" must be deposited through RTGS (Real Time Gross Settlement) / NEFT. Bidder should submit the bid security along with the bid response. The details of the transaction viz. scanned copy of the receipt of making transaction are required to be submitted along with the bid.
- 3.2.11 The RFP response without the accompanying amount towards Application Money / Bid Security are liable to be rejected.
- 3.2.12 Commercial Bid – (As per details given in Annexure 15).
- 3.2.13 If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through Fax mode, the RFP is liable to be summarily rejected.
- 3.2.14 All submissions, including any accompanying documents, will become the property of the Bank. The Recipient shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents.
- 3.2.15 All responses preferably in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids. The Bank shall have the right at its sole and absolute discretion to continue the assignment/contract on the selected bidder for future requirement for various items/activities as described in the RFP after expiry of current assignment period.
- 3.2.16 All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected bidder. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.

- 3.2.17 The bids once submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within six months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the bidder would have the choice to maintain the EMD or Bank guarantee in lieu of EMD with the Bank or to withdraw the bid and obtain the security provided.
- 3.2.18 The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.
- 3.2.19 The bidders required to quote for all the components/services mentioned in the Project Scope and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 3.2.20 Based on the Bank's requirements as listed in this document, the bidder should identify the best-suited product / solution that would meet the Bank's requirements and quote for the same. In case the bidder quotes more than one model and they have not specified which particular model quoted by them needs to be considered, then the response would be considered as improper and the whole tender submitted by the bidder is liable to be rejected. The bidder is expected to provide the best option and quote for the same.
- 3.2.21 Bidder must furnish requirements as per the formats provided in the RFP document.
- 3.2.22 In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder's and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 3.2.23 In the event the Bank has not asked for any quotes for alternative prices, and the bidder furnishes the alternative price in the bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price. The Bank in this case may also reject the offer outright.
- 3.2.24 In the event optional prices are not quoted by the bidder, for items where such prices are a must and required to be quoted for, the highest price quoted by any of the participating bidder will be taken as the costs, for such alternatives and also for arriving at the Total Cost of Ownership for the purpose of evaluation of the Bidder. The same item has to be supplied by the Bidder free of cost.
- 3.2.25 The Bank is not responsible for any assumptions or judgments made by the bidder for proposing and implementing the solution. The Bank's interpretation will be final.
- 3.2.26 The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the bidders have been

quoted for by the bidder, and there will be no extra cost associated with the same in case the bidder has not quoted for the same.

- 3.2.27 All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 3.2.28 The bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for solution etc.as mentioned in the tender document circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions as proposed in the tender document.
- 3.2.29 Grievance Redressal: Any bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request to the [dld.bcc@Bankofbaroda.com](mailto:dld.bcc@Bankofbaroda.com). It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Chief Digital Officer (CDO)  
Bank of Baroda, 6<sup>th</sup> Floor, Baroda Sun Tower  
C-34, G-Block, BKC, Mumbai – 400051

- 3.2.30 The Bidder is required to quote for all the components/services mentioned in the Annexure 11 and all other requirements of this RFP. In case the Bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

### 3.2.31 Bid by Related Parties

Bank expects the bid to be submitted by single entity and it will not accept participation of more than one company or related parties (as defined below) without prior permission of the Bank,

- Bids submitted by the holding company and its subsidiary
- Bids submitted by two or more companies having common director/s
- Bids submitted by two or more Limited Liability Partnership (LLP) firms having common partners
- Bids submitted by two or more companies in the same group of promoters/ management
- Any other bid in the sole discretion of the Bank is in the nature of multiple bids

The eligibility cum technical bid should have the following documents:

- Supporting documents fulfilling the **eligibility criteria** as detailed in Annexure 2.
- Technical Bid Response** containing the following:

S. No.	Section Heading	Proforma Given
1	Covering letter certifying compliance of eligibility criteria and scope of work compliance	Bidder to provide
2	Credential letters / Purchase orders / Supporting documents	Bidder to provide
3	A detailed profile of the Bidder's organization	Bidder to provide
4	Eligibility criteria compliance with Bidder comments	Annexure 2
5	Application Money / EMD Transaction Details / Bid Fees Letter	Annexure 3
6	Bid Security Letter (EMD Letter)	Annexure 4
7	Bid Security (Earnest Money Deposit) Or Bid Security Form	Bidder to provide DD as per Annexure 5
8	Undertaking from the bidder	Annexure 6
9	Conformity Letter	Annexure 8
10	Undertaking of Information Security	Annexure 9
11	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped	Bidder to provide
12	Copy of the RFP document along with annexures and addendum duly sealed and signed on all the pages of the tender document.	Bidder to provide
13	Pen drive containing soft copy of the Annexure and the scanned copies of supporting documents.	Bidder to provide
14	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <b>should not contain any financial information</b> )	Annexure 14
15	Integrity Pact (Bidder to submit duly Signed and Stamped/ digitally signed Integrity Pact (with eSBTR Stamp Paper) along with Bid.)	Annexure 17
16	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
17	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide
18	License Bill of Material ( <b>all columns for cost to be masked</b> )	Annexure 21

- Bid security/ EMD in the form of / BG Format // Online Transfer (transaction details)** in favor of Bank of Baroda drawn at Mumbai.
- All Annexures as per RFP should be on the Company's letter head with**

authorizing person's digital signature and company seal on all pages.

3. All supporting documents fulfilling the eligibility criteria in support of Technical specifications, as specified in Annexure 2.

C. The commercial bid should have the following documents:

Section #	Section Heading	Pro-forma Given
1	Covering letter on submission of Commercial Bid	Bidder to provide
2	Commercial Bid	Annexure 15
3	License Bill of Material ( <b>including cost</b> )	Annexure 21
4	Pen drive containing soft copy of the commercial bids	Bidder to provide

All submissions, including any supporting documents, will become the property of the Bank. The Recipient shall be deemed to have licensed and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

#### 3.2.32 Validity Period.

RFP Responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the last date of submission of responses.

The Bank shall have the right at its sole and absolute discretion to continue the assignment with the Applicant/s for future requirement on the rates finalized in this processing for various items/activities as described in the Price Bid (to be submitted after appointment), or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, the Bank may solicit the Applicant/s consent to an extension of period of validity.

#### 3.2.33 Communication/ Clarifications on the RFP.

Recipients are required to address all communication/ clarifications/ queries if any relating to the RFP in writing via email on or before the last date of receiving request for clarification as per details provided in '**[A]Important Dates / Schedule of activities**' in the RFP Document. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents in the manner specified. Any changes to the RFP will be communicated as an Addendum/ corrigendum to the RFP and will be published on the Bank's website under the Tenders section. However, the Bank will not respond to any communication initiated by the Recipient(s) beyond the dates provided in "**[A] Important Dates / Schedule of activities**".

The Bank may in its absolute discretion seek any additional information/ clarification from any Respondents on the RFP Response as part of the evaluation process and

all such information and material provided must be taken to form part of that Recipient(s) Response to the RFP.

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

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

The Bank is not bound to reply the queries not pertaining to this document. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all applicants.

#### 3.2.34 Notification.

The Bank may notify Respondents in writing (as soon as practicable) if the Respondent's submission has been rejected. The Bank is not obliged to provide any reasons for any such rejection. The final outcome of the RFP shall be communicated to the applicants after opening and evaluation of technical proposals submitted by the short-listed respondents. No separate communication will be issued by the Bank.

#### 3.2.35 Disqualification.

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

#### 3.2.36 Language of Technical Proposal.

The RFP Response prepared by the Respondent as well as all correspondence and documents relating to the RFP exchanged by the Respondent with the Bank and supporting documents and printed literature shall preferably be in English language..

#### 3.2.37 Formats of Bids.

The Respondents should use the formats prescribed by the Bank in submission of the RFP Response.

#### 3.2.38 Timeframe.

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

### 3.2.39 Late Submission or Rejection of Bid Submission.

Timely submission of responses is strongly encouraged and recommended. Proposal submissions after the lodgement deadline shall be documented by the Bank and may be considered and evaluated/rejected at the absolute discretion of the Bank. However, the Bank has no obligation to accept or act on any reason for a late proposal response.

The Bank has no liability to any respondent who lodges a late proposal submission for any reason whatsoever.

Please note that in the following cases, the Bank in its absolute discretion may reject the proposal received from the Respondent:

1. Submission of Technical bid after the time stipulated in this RFP Document.
2. Misleading / incomplete information / submission of improper/ incomplete documentation.
3. Technical / commercial bid submission without the respondent's name.

### 3.2.40 Pre-Bid Queries.

The Bidder should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications, if required. The Bidders in all such cases, seek clarification in writing in advance, in the same serial order of the RFP by mentioning the relevant Page number and clause number of the RFP. All communication regarding points requiring clarifications on doubts, if any, shall be given in writing to the RFP Co-Ordinator by the intending Bidders before the timelines specified.

A Pre-Bid meeting shall be arranged as per the details mentioned under “[A] **Important Dates / Schedule of activities**”. The queries may be forwarded to [dld.bcc@Bankofbaroda.com](mailto:dld.bcc@Bankofbaroda.com) as per the information provided by the Bank.

### 3.2.41 IMPORTANT POINTS TO BE NOTED

- a) All the queries and communication must be addressed to the RFP Co-Ordinator from the Bank.
- b) All letters must be addressed to the Chief Digital Officer (CDO).
- c) Only one submission of the RFP response by each Respondent will be permitted. In case there are multiple submissions by the same organization, the first submission will be treated as final by the Bank for the purpose of evaluation of responses). All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Bank, form part of the final contract between the Bank and the selected Respondent.
- d) Unsigned responses would be treated as incomplete and are liable to be rejected.

All responses would be deemed to be irrevocable offers/proposals from the Respondent and may, if accepted by the Bank form part of the final contract between the Bank and selected Respondent. The Respondent is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses (Covering Letter). Unsigned responses would be treated as incomplete and are liable to be rejected.

### RFP Coordinator



The Bank has established a RFP coordinator to provide a venue for managing Bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinator/contact personnel from the Bank mentioned in "[A] Important Dates-2. RFP Coordinator".

### 3.2.42 General Instructions to Vendors – E Tendering

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda: [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB)

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder's authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tender wizard Help Desk as per following:

Helpdesk Contact No.: +91-11-49424365

email: [eprocurebob@etenderwizard.com](mailto:eprocurebob@etenderwizard.com)

Primary Contact Number

Mr. Krupesh Kulkarni : +91-8800907637

Alternate Contact Numbers

Mr. Sandeep Gautam : +91-8800496478

Mr. Kamal Mishra: +91-8800115821

Contact No. for other activities

Registration Help Desk: +91-11-49424365

(Kindly put "REGISTRATION/PROFILE UPDATE" in the subject line of the email to [eprocurebob@etenderwizard.com](mailto:eprocurebob@etenderwizard.com)) \_

e-procurement queries: +91-11-49424365

(Kindly put "E-PROCUREMENT QUERIES" in the subject line of the email to [eprocurebob@etenderwizard.com](mailto:eprocurebob@etenderwizard.com))

Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on

the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

#### 3.2.43 Downloading of Tender Document

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

Only those tender offers shall be accepted for evaluation for which non-refundable Application Money and Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

#### 3.2.44 Preparation & Submission of Bids

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

#### 3.2.45 Do's and Don'ts for Bidder

1. Registration process for new Bidders should be completed within first week of release of tender.
2. The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.
3. Bidders have to prepare for submission of their bid documents online well in advance as
4. The encrypt/upload process of soft copy of the bid documents large in number to e-procurement portal may take longer time depending upon bidder's infrastructure and connectivity.
5. To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid.
6. Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.
7. Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
8. Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
9. Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

#### 3.2.46 Guidelines to Bidders for Electronic Tendering System

Pre-requisites to participate in the Tenders

Registration of bidders on e-procurement portal of Bank of Baroda:

The bidders not registered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB). The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Vendor Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

### 3.2.47 Preparation of Bid & Guidelines for Digital Certificate

The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same firm is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Bank of Baroda as per Indian Information Technology Act, 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non - Repudiation and another for Key Encipherment.

#### 3.2.48 Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel

Processors and Broadband/4G connection is recommended for better performance.

#### Operating System Requirement

Windows 10

#### Browser Requirement (anyone from following)

1. Microsoft Internet Explorer (IE) version 11 and above
2. Mozilla Firefox - Latest version
3. Google Chrome - Latest version

#### Browser settings

1. Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.
2. Add the e-procurement domain name in the 'Compatibility View' list of your browser  
Turn off the 'Smart Screen Filter' in the browser.

#### Supported File Types

1. General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
2. Files with .EXE, .PSD extensions are not allowed
3. File size not to exceed 5 MB per attachment
4. All uploaded files should be virus free and error free

#### Minimum System Configuration

1. CPU speed of 2.0 GHz
2. USB Ports
3. 2 GB of System Memory (RAM)
4. Anti-virus software should be enabled and updated regularly

#### Requirement of utility software

1. Java Run Time Engine (JRE – 1.8.0) or higher.
2. Microsoft Office 2003 with MS Word and MS Excel
3. Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

#### 3.2.49 Steps to participate in the e-Tenders

##### Online viewing of Detailed Notice Inviting Tenders

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB).

#### 3.2.50 Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must pay application money via Demand Draft/NEFT/RTGS mode & submit the details in the e-procurement portal.

#### 3.2.51 Online Submission of Tender

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or uploadable documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

#### 3.2.52 Close for Bidding

After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

#### 3.2.53 Online Final Confirmation

After submitting all the documents bidders need to click on "Final Submission" tab. System will give pop up "You have successfully completed your submission" that assures submission completion.

#### 3.2.54 Short listing of Bidders for Commercial Bidding Process

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.

#### 3.2.55 Opening of the Commercial Bids

The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank's e-procurement portal after the completion of opening process.

### 3.2.56 Tender Schedule (Key Dates)

The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

Important Points:

The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.

The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.

This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Vendor Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal i.e. [www.tenderwizard.com/BOB](http://www.tenderwizard.com/BOB)

Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.

### 3.3 Price Bids

- 3.3.1 The Bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of commercial bids would be communicated separately to the eligible Bidders post the completion of the eligibility and technical evaluation.
- 3.3.2 The prices and other terms offered by Bidders must be firm for an acceptance period of -6- months from the opening of the commercial bid.
- 3.3.3 In case of any variation (upward or downward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ excise, etc. The benefit or burden of other taxes quoted separately as part of the commercial bid like GST shall be passed on or adjusted to the Bank. If the Bidder 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. GST whichever is applicable, if any, will be paid by the Bank on production of relative payment receipts / documents.

Necessary documentary evidence should be produced for having paid the GST, if applicable, and or other applicable levies.

- 3.3.4 If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- 3.3.5 Terms of payment as indicated in the Purchase Contract that will be issued by the Bank on the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows “Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the Bidder”. Bidder should ensure that the project should not suffer for any reason.
- 3.3.6 The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank’s interpretation will be final.
- 3.3.7 The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- 3.3.8 The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- 3.3.9 Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.

### 3.4 Price Comparisons

- 3.4.1 The successful bidder will be determined on the basis of evaluation mentioned in Evaluation Criteria in this RFP document.
- 3.4.2 Normalization of bids: The Bank will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same ground of evaluation. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the shortlisted bidders to resubmit the commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- 3.4.3 The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
- Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for 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.
  - The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.
  - The Bidder must provide and quote for 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.
- 3.4.4 End of Sales / End of support: The bidder has to ensure that all deployments needed to achieve scope compliance mentioned in this RFP will need to have latest version of OS/ tech stack with support till end of contract period, including renewals if any.



### 3.5 Application Money, Bid Security and Performance Guarantee

#### A. Application Money

A non-refundable Application Money of as mentioned in “[A] Important Dates –Application Money” through electronic mode at the time of submission of the technical bid. Proof of same is to be submitted while opening of eligibility bid failing which the bid of the concerned bidder may be rejected. This non-refundable fee is to be submitted through the electronic mode to the below mentioned account. The details of the account are as under: -

Account Number - 29040400000417

Account Name – Bank of Baroda

Branch- BKC, Mumbai

IFSC- BARBOBANEAS

The Bank reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank’s action. During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

#### B. Bid Security / Earnest Money Deposit

Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)” shall be paid through electronic mode or a Bank Guarantee Annexure 5 of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under:

Account Number - 29040400000417

Account Name – Bank of Baroda

Branch - BKC, Mumbai

IFSC- BARBOBANEAS

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

- 3.5.1 Offers made without the Earnest money deposit will be rejected. Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee.
- 3.5.2 The amount of Earnest money deposit would be forfeited in the following scenarios:
- a) In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
  - b) In case of the successful bidder if the bidder fails:
    - To accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
    - To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever; or
    - To comply with any other condition precedent to signing the contract specified in the solicitation documents.
- 3.5.3 **Unsuccessful Bidder:** Bid security money deposit or Bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.
- 3.5.4 **Successful Bidder:** Bid security money deposit or Bank Guarantee will be discharged upon the bidder furnishing the performance guarantee. The Bid security money of the successful bidder may be forfeited or the Bank guarantee in lieu of Bid security money may be invoked by the Bank if the bidder fails to furnish performance guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the bidder refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.
- 3.5.5 Exemption from submission of EMD and tender cost shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSE has to submit necessary document issued by NSIC and the bidder who are startups has to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

### C. Performance Guarantee

- 3.5.6 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 16 to the extent of 3% of the total contract value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a Scheduled Commercial Bank in India, other than Bank of Baroda.
- 3.5.7 In the event of non-performance of obligation or failure to meet terms of this Bid 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 should be included in the remaining amount of the contract value.
- 3.5.8 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.
- 3.5.9 If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order/ contract and the Bid Security/Earnest Money Deposit (EMD) taken from the Bidder, will be forfeited.

### 3.6 Others

- 3.6.1 The product / services will be deemed accepted only after sign-off from Bank's identified Project Manager.
- 3.6.2 Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. Failure of the Bank to select a Bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 3.6.3 By submitting a proposal, the Bidder agrees to promptly contract with the Bank for any work awarded to the Bidder. Failure on the part of the awarded Bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process.
- 3.6.4 The terms and conditions as specified in the RFP and addendums thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of the Bank, the Bidder may be disqualified. Any additional or different terms and conditions proposed by the Bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing.
- 3.6.5 The Bidder must strictly adhere to the implementation schedule specified in their proposal. Failure to meet these implementation schedules, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this bid document) due to the Bidder's inability to meet the established time schedule, that Bidder will be responsible for any loss, as assessed by the Bank which is undisputable, suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.

- 3.6.6 The Bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.
- 3.6.7 The Bidder shall represent that the services provided and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the services (as applicable) and shall be prepared and maintained in accordance with the highest industry standards. The Bidder represents and agrees to obtain and maintain validity throughout the specified term, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the Bidder for performance of the obligations of the Bidder. The Bidder further agrees to inform and assist the Bank for procuring any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the Bidder.
- 3.6.8 All terms and conditions, payments schedules, time frame for expected service levels as per this bid will remain unchanged unless explicitly communicated by the Bank in writing to the Bidder. The Bank shall not be responsible for any judgments made by the Bidder with respect to any aspect of the Service. The Bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for site availability etc. as mentioned in this bid document.
- 3.6.9 The Bank and the Bidder covenants and represents to the other Party the following:
- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
  - It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- 3.6.10 The execution, delivery, and performance under an Agreement by such Party:
- Will not violate or contravene any provision of its documents of incorporation.

- b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
- c) Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.
- d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

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

It would be the responsibility of the bidder to arrange / obtain necessary road permits or any other document for delivery of the material till Bank's premises. The bidder shall arrange road permit for locations applicable at no extra cost to the Bank.

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

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

3.6.14 "Bank of Baroda will abide by Govt. of India Public procurement (preference "o "Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage 'Make in India' and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of 'Local content' where 'Local content' means the amount of value added in India as a percentage of total value in percentage".

### 3.7 Other RFP Requirements

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

- 3.7.2 The Bank may revise any part of the bid document, by providing a written addendum at stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.
- 3.7.3 The Bank reserves the right to extend the dates for submission of responses to this document.
- 3.7.4 Preliminary Scrutiny: The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 3.7.5 Clarification of Offers: To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Bidders for clarification of their offer. The Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.
- 3.7.6 No Commitment to Accept Lowest bid or Any Bid – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Bid notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.
- 3.7.7 Erasures or Alterations: The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 3.7.8 Price Discussion: It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful Bidder in discussions on the prices quoted.
- 3.7.9 Right to Alter Quantities: The Bank reserves the right to alter the requirements specified in the RFP document. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities.
- 3.7.10 Inspections and Tests
- a) The Bank or its representative shall have the right to inspect and/or to test the

- Goods / Materials / Works / Services carried out by the Bidder to confirm their conformity to the Contract specifications at no extra cost to the Bank.
- b) Should any inspected or tested Goods / Services fail to conform to the specifications or requirements set out in the Contract, the Bank may reject the Goods/ Services, and the Bidder shall either replace the rejected Goods/ Services or make alterations necessary to meet specifications or requirements free of cost to the Bank.
- c) No clause in “Inspection and Tests” clause shall in any way release the Bidder from any warranty or other obligations under this Contract.
- 3.7.11 Incidental Services: The Bidder shall provide all the services as specified in the tender document, particularly the (Annexure 10 & Annexure 11). The price for performing the required incidental services shall be deemed to be included in the Contract Price.
- 3.7.12 If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 3.7.13 There will be an acceptance test by the Bank after implementation of the solution. In case of discrepancy in solution implemented, the Bank reserves the right to cancel the entire purchase contract and the bidder should take back their equipment at their costs and risks. The test will be arranged by the bidder at the sites in the presence of the officials of the Bank and / or its consultants.
- 3.7.14 Undertaking on Information Security (Annexure 9) - The Bidder should furnish a letter of undertaking on Information Security of Authenticity for HW/solution supplied to the Bank.
- 3.7.15 The Bidder shall perform its obligations under this RFP as an independent contractor. Neither this RFP nor the Bidder’s performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 3.7.16 The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

### **3.8 Corrupt and Fraudulent Practices**

- 3.8.1 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:
- a) “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.

3.8.2 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.

3.8.3 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.

3.8.4 Bidders responding to this RFP need to sign the Integrity Pact (IP) which will be also signed by Bank’s representative.

### **3.9 Service Level Agreement & Non-Disclosure Agreement**

The successful bidder shall execute a) Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The successful bidder shall execute the SLA and NDA within 30 days from the date of acceptance of Purchase Order.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the bidder.



## 4 General Terms & Conditions

### 4.1 Model 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.
    - i. 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 per cent 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.
  - vii. Bidder to submit the compliance as per Annexure 24.

#### **4.2 Dispute Resolution**

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Master Agreement.

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

If after 30 days from the commencement of such informal negotiations between senior authorized personnel, Bank and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.

The seat of arbitration shall be Mumbai.

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

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

The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to sole arbitrator to be appointed by mutual consent.

The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.

The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

#### **4.3 Governing Laws**

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

#### **4.4 Notices and other Communication**

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

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within -5- working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or Email, on business date immediately after the date of successful facsimile/Email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or Email sent to correct Email address). Any Party may change the address, Email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

#### 4.5 Force Majeure

The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall within a week inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

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

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within -15- calendar days. Unless otherwise directed by Bank in writing, the Bidder shall continue to perform Bidder's obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of -3- months, the Bank and Bidder shall hold consultations in an endeavor to find a solution to the problem.

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

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

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within -15- calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of -3- months, the Bank and Bidder shall hold consultations in an endeavor to find a solution to the problem.

#### 4.6 Assignment

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

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

#### **4.7 Sub-contracting**

The Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the BOB,. Any type of formation of consortium, sub-contracting and joint assignments will not be allowed/ considered for the submission of the proposal. Such proposals will be disqualified.. The Bidder shall be solely responsible for all Deliverables covered under the scope of this RFP. The Bidder will continue to be the single point contact and accountable to the Bank for providing any services relevant to RFP.

BoB reserves all the rights to utilize the services of 3rd party consultants to oversee the implementation of the solution.

#### **4.8 Bidder's obligations**

The Bidder is responsible for and obligated to provide the Deliverables, Software, System Support/Maintenance and Change Request Management Services, Training Services and Documentation with reasonable diligence and dispatch, with reasonable skill and expertise and in accordance with Master Agreement. Further,

The Bidder is responsible for and obligated to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

The Bidder is obligated to work closely with the Bank's staff and its appointed consultants, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.

The Bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

#### **4.9 Waiver**

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

#### 4.10 Confidentiality

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

- a) All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Bidder or bidder's employees during the course of discharging their obligations shall be treated as absolutely confidential and Bidder irrevocably agrees and undertakes and ensures that 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 prior written permission of BOB. The bidder shall not use or allow to be used any information other than as may be necessary for the due performance by 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.
- b) 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 Bidder.
- c) Bidder shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- d) Bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable 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.
- e) Bidder shall extend practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- f) Bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the Empanelment Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.
- g) 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:

- a) Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- b) Prior to the disclosure by BOB was known to or in the possession of the Bidder at the time of disclosure;
- c) Was disclosed or parted with the prior consent of BOB;
- d) Was acquired by 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.

In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Bidder to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

The confidentiality obligations shall survive the expiry or termination of the RFP / agreement between the bidder and the Bank.

#### **4.11 Termination**

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.

In following events Bank shall terminate the subsequent agreement or this assignment or cancel any particular order if service provider -

- a) Breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- b) Failure by Service Provider to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank; Or
- c) The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed timeline, and found to be unsatisfactory; or
- d) Supply of substandard materials/ services; or
- e) Delay in delivery / installation / commissioning of services; or
- f) If deductions of penalty exceed more than 5% of the total contract price.

Bank may terminate subsequent agreement on happening of following events:

- a) The Bidder is 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;
- b) A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Bidder and such appointment continues for a period of twenty-one (21) days;
- c) The Bidder is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- d) Failure of the Bidder make good the situation within the remedy period

- e) The selected Bidder commits a breach of any of the terms and conditions of the RFP / contract
- f) The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- g) An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender
- h) Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process
- i) The Bidder becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 90 days prior notice in writing.

The Bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3) months. During this period, the 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.

During the agreement, if the Bidder does not perform satisfactorily or delays execution of the contract, BOB reserves the right to cancel the contract and to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new vendor and for execution of the balance of the contract.

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

It is hereby agreed and understood by the Parties that the provisions of this Clause shall not limit or restrict nor shall they preclude any Party from pursuing such further and other legal actions, against the other Party for any breach or noncompliance of the terms RFP & Subsequent Agreement.

In the event that Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

#### **4.12 Effect of Termination**

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



Immediately upon the date of expiration or termination of the 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 Bidder, within thirty (30) days of such termination or expiry, of the following:

- a) All the undisputed fees outstanding till the date of termination
- b) Upon the termination or expiry of this Tender and subsequent Agreement:
- c) The rights granted to Bidder shall immediately terminate.
- d) Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- e) Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.
- f) Upon termination of subsequent agreements, upon subsequent written request by the Disclosing Party, the Receiving Party of tangible Confidential Information shall without prejudice to specific retention rights prescribed/permissible under Applicable Law, immediately return such information or destroy such information and provide written certification of such destruction as pursuant to Clause 4.10 (d). In the event the Confidential Information has been electronically archived and incapable of being purged, the Receiving Party undertakes not to access the same or provide access to any third-party, unless such actions is called for by a statutory authority.
- g) Termination in accordance with Master Agreement shall not prejudice or affect any right or action or remedy which has accrued to either Party.
- h) Termination shall be without prejudice to the Bidder's rights to all undisputed payments due under the Master Agreement and/or the Annexures as the case may be (insofar as the payments are for Fees in respect of the Software provided or Services rendered and unpaid) and without prejudice to the obligations imposed by the survival clauses of the Master Agreement.
- i) The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- j) Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- k) The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favourable terms than those contained in the tender document. In case the Bank wants to continue with the Bidder facility after the completion of this contract then the Bidder shall offer the same or better terms to the Bank. Unless mutually agreed, the rates shall remain unchanged.
- l) The Bank shall make such prorated payment for services rendered by the Bidder and

accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.

- m) Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

#### **4.13 Publicity**

The Bidder shall not use the name and/or trademark/logo of BOB, its group companies or associates in any publicity, sales or marketing publication or advertisement, or in any other manner without prior written consent of Bank.

#### **4.14 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.

#### **4.15 Inspection of Records**

All Bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

#### **4.16 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.

BOB reserves the right to conduct an audit/ ongoing audit of the services provided by the Bidder.

The Bidder should allow the Reserve Bank of India (RBI) or persons authorized by it to access BOB documents, records or transaction or any other information given to, stored or processed by the Bidder within a reasonable time failing which the Bidder will be liable to pay any charges/ penalty levied by RBI.

The Bidder should allow the Reserve Bank of India (RBI) to conduct audits or inspection of its Books and account with regard to BOB documents by one or more RBI officials or employees or other persons duly authorized by RBI.

#### **4.17 Compliance with Laws**

Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, 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.

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

#### **4.18 Representations & Warranties**

4.18.1 Each Party represents and warrants to the other Party that, as of the Effective Date:

- a) it is a company duly incorporated under the laws of its jurisdiction of incorporation, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite power and authority to own and operate its business and to carry on its business as such business is now being conducted.
- b) it has not suffered an Insolvency Event and no claim, litigation, arbitration, claim, suit, case, action, investigation or proceeding or order, judgement, injunction, decree, award, settlement or stipulation of or before any arbitrator, tribunal, government authority, is pending or outstanding against it affecting its ability to enter or perform this Master Agreement;
- c) it has the full legal capacity and power to enter into, exercise its rights under and perform its obligations under this Master Agreement and the execution, delivery and performance of this Master Agreement or any Statement of Work has been or will be duly authorized by all necessary corporate actions; and
- d) CORPORATE AUTHORITY: The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.
- e) it is not subject to any obligation that would prevent it from entering into this Agreement or any Statement of Work, and the other Party has not in any way caused or induced it to

breach any contractual obligations towards any other person.

4.18.2 The Bidder represents and warrants that:

- a) it shall have the full right, title and interest to all Intellectual Property Rights in the Software, including valid rights to license. The Software and all Intellectual Property Rights therein shall not infringe, misappropriate, dilute or otherwise violate the rights of any third-party;
- b) the Software shall Substantially Conform with the Specifications as provided in any Statement of Work. Any Material Defect that hinders performance of the Software in accordance with the Specification shall be corrected by the Service Provider at no extra cost during the Warranty Period and thereafter subject to due performance of payment obligation by the Bidder;
- c) where the Software or the Documentation comprises of Open-Source Software, the Bidder shall ensure that the use of that Open-Source Software will not result in an obligation to disclose, license or otherwise make available any part of the Software, Documentation. For the avoidance of doubt, the Bidder disclaims any and all warranties with respect to the Open-Source Software, excluding Bidder provided/supplied/ deployed open source software to Bank. Such warranties shall be solely limited by warranties, if any, as provided by the respective Intellectual Property Right owner.;
- d) it shall take all reasonable endeavors to ensure that the Software shall be free from all Harmful Codes and that for this purpose the Bidder warrants that it has comprehensive and up to date virus checker available;
- e) the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of 12 months from the date of Go live.
- f) Any defect found will be evaluated mutually to establish the exact cause of the defect. Bank as part of services contract has provisioned Service Provider's 24x7 onsite/online support for providing required Service Provider's technical support.
- g) it will perform the Services in a reliable and professional manner, in conformity with Good Industry Practice, by a sufficient number of competent Personnel with appropriate skills, qualifications and experience and has, and will at all times have, the ability and capacity to meet such requirements.

4.18.3 Bidder warrants the Bank against any license or IPR violations on its part , wherever permitted, in use of any technology /software /product for performing services or developing software for Bank as part of Agreement.

- a) Service Provider Warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of 12 months (Term) from the date of acceptance of Go-Live.
- b) Any defect found will be evaluated mutually to establish the exact cause of the defect. Bank may have direct and separate agreement with Service Provider to provide technical support.
- c) Service Provider warrants the Bank against any license or IPR violations on its part , wherever permitted, in use of any technology /software /product for performing services or developing software for the Bank as part of this Agreement.

#### **4.19 Indemnity**

The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs

and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

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

Bidder shall indemnify, protect and keep harmless Bank and at its own cost and expenses defend or settle at all points of time any claim against the Bank that the Deliverables and Services delivered or provided by service provider and under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark or such other statutory infringements under any laws including the Data Protection Laws in the country where the Deliverables and Services are used, sold or received in respect of all the Solution/services supplied/ provided by them to the Bank from whatsoever source, Bank:

- a) Notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim; and
- b) Cooperates with the Licensor in the defense and settlement of the claims

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

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software/ equipment with software/ equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software/ equipment, as required by the Bank as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software/ equipment and

bear the incremental costs of procuring a functionally equivalent software/ equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Bank in the event of the failure of the Bidder to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

If the vendor fail to provide the remedy prescribed in above para (1) or (2) or (3) within specified period by the Bank, in such case the vendor shall refund to the Bank the amount paid for the infringing software/hardware and bear the incremental costs of procuring a functionally equivalent software/hardware or equipment from a third party selected by Bank,

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

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

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

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

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

#### **4.20 Corrupt and Fraudulent Practices**

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:

- a) "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.

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

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period, 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.

#### 4.21 Violation of Terms

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

#### 4.22 Authorized Signatory

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

#### 4.23 Right to Reject Bids

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

- a) It is not in conformity with the instructions mentioned in the RFP document
- b) It is not accompanied by the requisite Application Money and Bid Security/Earnest Money Deposit (EMD)
- c) It is not properly or duly signed
- d) It is received through Telex / telegram / fax
- e) It is received after expiry of the due date and time
- f) It is incomplete including non- furnishing the required documents
- g) It is evasive or contains incorrect information
- h) There is canvassing of any kind
- i) It is submitted anywhere other than the place mentioned in the RFP
- j) There is any form of canvassing/lobbying/influence/query regarding shortlisting, status etc.
- k) Submitted by related parties

Further Bank reserves the rights to:

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

published on Bank's website only

#### **4.24 Limitation of Liability**

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

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

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 Bidder as part of procurement under the RFP.

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

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

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

#### **4.25 Provident Fund**

Bidder need to ensure that their all employees are covered under PF. Bidder need to submit PF coverage letter for their employees issued by the Employees Provident Fund Organization as part of their bid response.

#### **4.26 Property Rights**

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

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



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

#### **4.27 Information Confidentiality**

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

#### **4.28 Escrow Mechanism**

The Bank and the Bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the software product supplied/procured by the Bidder to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Bidder regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Bidder. The Bank and the Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the Bidder. As a part of the escrow arrangement, the final selected Bidder is also expected to provide a detailed code documentation of the solution which has been duly reviewed by an external independent organization.

Bidder hereby represents and undertakes to release the Source Code upon any of the following events (“Release Events”):

- (a) The Service Provider is subject to an Insolvency Event;

#### **4.29 Training**

The Bidder shall provide training to officials of Bank. The training should cover hands-on training up to a comfort level of user. Training will have to be provided Bank’s premises or external sites acceptable to Bank.

If any of the Bank’s Personnel require training in order to properly use the Software so as to effectively perform the Intended Purpose, the Bidder shall prior to the commencement of the Acceptance Tests and during the conduct of the Acceptance Tests, provide remote or, where necessary, on-site training at the vendor’s/Banks’s premises for all Personnel designated by the Bank, at times and locations mutually agreed to by the Parties. The Bidder shall provide beforehand all relevant training materials and documentation (the “**Training Materials**”) required for the training of the Bank’s Personnel. All such Training Materials will be provided in both English and Hindi. All such training by the Bidder (as well as training in the proper use

of new updates, features, functions and other enhancements furnished by or on behalf of Bidder and the Training Materials required herein) shall be at such cost to the Bidder.

#### 4.30 Insurance Requirements

During the Term of contract, the Service Provider will maintain, at its own expense, insurance coverage with a reputed insurer.

Bidder to provide insurance policies details in below format.

Type of Insurance	Sum Insured (in Indian Rupee (INR))
Commercial General Liability	
Professional indemnity	
Cyber Risk Liability	
Directors and Officers Liability	
Fidelity/Commercial Crime Insurance	
Property Insurance	

Certificates of Insurance-Within thirty (30) days following the Effective Date of Agreement and annually thereafter, the Bidder will provide certificates of insurance, evidencing that the policies, are in full force and effect. The Bidder will provide the Bank with no less than thirty (30) days written notice prior to any cancellation, termination, or material alteration of the policies.

##### 4.30.1 Professional Liability Insurance

The Service Provider shall obtain an insurance policy covering Professional Indemnity Risk to the minimum extent of @ 7.5% of the contract value and endorse such policy in Bank's favor and /or otherwise make the claim of any under the policy payable directly to the Bank by the Insurance Company till the completion of the assignment.

#### 4.31 Ethics and Code of Conduct

The Parties will conduct all its dealings in a very ethical manner and with the highest business standards.

The Parties will provide all possible assistance to each other in order to investigate any possible instances of unethical behavior or business conduct violations by an employee of the other. Either Party will disclose forthwith any breach of these provisions that comes to their knowledge to allow for timely action in their prevention and detection.

Each Party undertakes that it will comply with, and all its activities will be performed in accordance with, the anti-corruption laws and that it shall not do, nor omit to do, any act that will lead to the other Party being in breach of any of the anti-corruption laws.

#### 4.32 Reasonableness

Each Party will act in good faith in the performance of its respective responsibilities under Subsequent Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other Party in order to perform its responsibilities under Subsequent Agreement or to give effect to the Intended Purpose of Subsequent Agreement.

#### 4.33 Covenants of the Service Provider

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of the Contract, the Service Provider shall not substitute the key staff identified for the services mentioned in this RFP without prior approval of the Bank.

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

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

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

The Service Provider:

- (a) shall be responsible for all negotiations with its personnel relating to salaries and benefits and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- (b) shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this RFP.
- (c) shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- (d) shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOB and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BOB.
- (e) shall regularly provide updates to BOB with respect to the provision of the services and shall meet with the personnel designated by BOB to discuss and review its performance at such intervals as may be agreed between the Parties.
- (f) shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but

not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

- (g) shall not violate any proprietary and intellectual property rights of BOB or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- (h) shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BOB and communicated to the Service Provider from time to time.
- (i) shall not work in a manner which, in the reasonable opinion of BOB, may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by RFP.
- (j) shall be liable to BOB for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider and while providing the services to the BOB.
- (k) shall itself perform the obligations under this RFP and shall not assign, transfer or sub-contract any of its rights and obligations under this RFP except with prior written permission of BOB.

#### **4.34 Personal Data**

4.34.1 Both Parties will comply with all applicable requirements of all relevant Data Protection Laws, and not act in a way which would cause itself and/or the other Party to be in breach of its obligations under the Data Protection Laws. For the avoidance of doubt, this Clause is in addition to, and does not relieve, remove or replace, a Party's obligations under such legislation.

4.34.2 Service Provider shall:

- (a) only process, disclose and/or use Personal Data collected in relation to this RFP/Subsequent Agreement in accordance with, and to the extent required for the purposes of fulfilling its obligations under this RFP or pursuant to Bank's written instructions; and
- (b) immediately cease the collection, processing, use and/or disclosure of Personal Data of an individual upon the Bank's request if that individual withdraws his/her consent for the collection, processing, use and/or disclosure of his/her Personal Data, or otherwise upon the Bank's request.

4.34.3 Except in response to a valid court order, to the extent legally required in response to a request from a law enforcement agency or in order to comply with Applicable Laws or strictly for the purposes of executing its obligations under this RFP, the Service Provider shall not, without the written consent of and in any such cases only to the minimum extent required, disclose Personal Data to any third party. The Service Provider shall immediately notify Bank when it becomes aware that a disclosure of Personal Data may be required.

#### 4.35 Vicarious Liability

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

#### 4.36 Injunctive Relief

Each Party agrees that any unauthorized use or disclosure of Confidential Information may cause immediate and irreparable harm to the Disclosing Party for which money damages may not constitute an adequate remedy. In that event, each Party agrees that injunctive relief may be warranted in addition to any other remedies the Disclosing Party may have under this RFP or at law. In addition, the Receiving Party agrees promptly to advise the Disclosing Party in writing of any unauthorized misappropriation, disclosure or use by any person of the Confidential Information which may come to its attention and to take all steps at its own expense reasonably requested by the Disclosing Party to limit, stop or otherwise remedy such misappropriation, disclosure or use.

4.36.1 For the avoidance of doubt, the terms and conditions of this RFP shall be treated as Confidential Information and the rights and obligations shall apply in equal measure, provided that additionally the general existence of this RFP shall not be treated as Confidential Information and that either Party may disclose the terms and conditions of this RFP:

- a) in confidence, in connection with the enforcement of this RFP or rights under this RFP for the Parties to effectively perform the Intended Purpose; or
- b) in confidence, in connection with any change in shareholding, merger, acquisition, takeover, amalgamation, transfer of all or substantially all of the business and assets of any Party or its Affiliates or, or an intra-group restructuring of any Party and/or its Affiliates.

4.36.2 For the purposes of this clause, the words “any such information was in public domain” shall refer to that part of Confidential Information, which is openly and lawfully available to the public at large.

4.36.3 This clause shall survive the termination or expiry of the RFP/Subsequent Agreement.

#### **4.37 Counterparts**

Subsequent Agreement may be executed simultaneously in any number of counterparts, each of which may be deemed to be an original but all of which together shall constitute one and the same agreement. The Parties may execute and deliver signatures Subsequent Agreement electronically, including by facsimile.

#### **4.38 Cumulative Remedies**

All remedies of either Party under this RFP whether provided herein or conferred by statute, civil law, common law, custom or trade usages, are cumulative and not alternative and may be enforced successively or concurrently.

## 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.

## 6 Annexure 1 – Table of Contents

S. No.	Section Heading	Proforma Given
1	Covering letter certifying compliance of eligibility criteria and scope of work compliance	Bidder to provide
2	Credential letters / Purchase orders / Supporting documents	Bidder to provide
3	A detailed profile of the Bidder's organization	Bidder to provide
4	Eligibility criteria compliance with Bidder comments	Annexure 2
5	Application Money / EMD Transaction Details / Bid Fees Letter	Annexure 3
6	Bid Security Letter (EMD Letter)	Annexure 4
7	Bid Security (Earnest Money Deposit) Or Bid Security Form (EMD in the form of Bank Guarantee)	Bidder to provide DD Or BG as per Annexure 5
8	Undertaking from the bidder	Annexure 6
9	Pre-Bid Queries Form	Annexure 7
10	Conformity Letter	Annexure 8
11	Undertaking of Information Security	Annexure 9
12	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped/ digitally signed	Bidder to provide
13	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder to provide
14	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <b>should not contain any financial information</b> )	Annexure 14
15	Integrity Pact (Bidder to submit duly Signed and Stamped/ digitally signed Integrity Pact (with eSBTR Stamp Paper) along with Bid.)	Annexure 17
16	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
17	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide



## 7 Annexure 2 – Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

#	Evaluation Parameters	Proofs to be submitted
<b>Financial</b>		
1	The Bidder should have a minimum annual turnover of Rs. 1.5 Crores in any 2 years during the last three financial years (2018-19, 2019-20, 2020-21)	Copy of the audited balance sheet & self-declaration (for FY 20-21) of the company for the respective financial years (2018-19, 2019-20, 2020-21) should be submitted along with Chartered Accountant Certificate
2	Minimum net worth of the bidder should be positive, in at least 2 of the last three financial years (2018-19, 2019-20, 2020-21)	Copy of the audited balance sheet & self-declaration (for FY 20-21) of the company for the respective financial years (2018-19, 2019-20, 2020-21) should be submitted along with Chartered Accountant Certificate
<b>Relevant Experience</b>		
3	Bidder should be in the business of -	Self-undertaking on company's letter head to be provided
	<ul style="list-style-type: none"> <li>• Development of software / solution for digital Co-Lending products</li> <li>• Providing system integration services</li> </ul>	
4	The Bidder should have either implemented live Co-Lending solution or should have a demonstrable solution meeting the requirements defined in this RFP	Documentary evidence with relevant copies of Purchase Order along with Satisfactory Working Certificates / Payment Receipt/ Project Signoffs in the last three years including names of clients with Phone and Fax numbers, E-mail IDs
5	Bidder should either provide client references and contact details (email/ landline / mobile) of 1 SPOC for whom the Bidder has executed similar projects in India (with PO date and go live date of the Project) or the Bidder should provide a declaration detailing the capability of the existing demonstrable Co-Lending solution	SPOC details or self-declaration
6	The bidder should have ability to provide full-time on-site resources in Mumbai and Hyderabad at the Bank's desired location for implementation and support as per need of the Bank with adequate number of engineers having expertise & experience in understanding & implementing the technical, operational Banking, business, functional, report level requirements of the Bank and Regulator for each module of proposed digital Co-Lending solution.	List of branch / service center with full details of Name, Address / Telephone Numbers with escalation matrix should be attached. The list of engineers with qualification, work experience, etc. identified for the Bank to be provided. Bidder will provide named resources to be deployed in the engagement as per the Annexure 21, and the proposed names should not be changed without prior consent of the Bank for the entire duration of the engagement.

#	Evaluation Parameters	Proofs to be submitted
Other		
7	The Auditor/ Firm/ Company/LLP or its group company / subsidiary company / holding company /affiliate /associate company / partner of bidder should not have blacklisted and/ or banned and / or barred and / or disqualified and /or prohibited by SEBI and /or RBI and /or NCLT and / or NCLAT and / or any court of law and / or quasi-judicial authority and / or any other statutory and / or regulatory authority.	Self-declaration letter by the Bidder, on the Company's letterhead should be submitted along with technical bid
8	Bidder is not insolvent, in receivership, Bankrupt, or being wound up, not having its affairs administered by a court or judicial officer, not have its business activities suspended and must not be subject to legal proceedings for any of the foregoing reasons	Self-undertaking on company's letter head to be provided
9	The Bidder should also ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected	Self-declaration to this effect on the company's letterhead should be submitted.
10	Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 as amended for the last 2 years as on RFP issuance date. No two entities joining (JVs) specific to this project will be considered.	Certificate of Incorporation/ Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid

**Note:**

- Bidder should be the OEM of the solution (Digital Co-Lending Platform).
- Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

## 8 Annexure 3 – Bid Fees Letter (Application Money and Earnest Money)

To,  
 Chief Digital Officer (CDO),  
 Bank of Baroda,  
 6<sup>th</sup> Floor, Baroda Sun Tower, Bandra Kurla Complex,  
 Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal – Selection of service provider for procurement, implementation & maintenance of a digital co-lending platform for all lending products and services

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

Application Money Details:

<b>Amount:</b> Rs. _____ /- (Rupees _____ only)
<b>Mode:</b> Online Transfer
<b>Payment Type:</b> RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)
<b>UTR / Txn ref. No:</b> _____
<b>Txn Date:</b> _____
<b>Remitting Bank:</b> _____
<b>Remitting Bank IFSC Code:</b> _____
<b>Beneficiary Account:</b> Bank of Baroda, Bank Account No. 29040400000417
<b>Beneficiary Bank IFSC Code:</b> BARB0BANEAS

EMD Details:

<b>Amount:</b> Rs. _____ /- (Rupees _____ only)
<b>Mode:</b> Online Transfer
<b>Payment Type:</b> RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)
<b>UTR / Txn ref. No:</b> _____
<b>Txn Date:</b> _____
<b>Remitting Bank:</b> _____
<b>Remitting Bank IFSC Code:</b> _____
<b>Beneficiary Account:</b> Bank of Baroda, Bank Account No. 29040400000417
<b>Beneficiary Bank IFSC Code:</b> BARB0BANEAS



The details of the transaction viz. scanned copy of the receipt of making transaction/ payment advice is attached herewith.

The Bank may, at its discretion, reject the bid if the application money / earnest money (EMD) doesn't reflect in beneficiary account as per details furnished above.

Dated this \_\_\_\_\_ by \_\_\_\_\_ 20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email and Phone number:

## 9 Annexure 4 – Bid Security / Earnest Money Deposit (EMD) Letter

1. WHEREAS, \_\_\_\_\_ (hereinafter referred to as “Bidder”) has submitted its proposal and response dated \_\_\_\_\_ (hereinafter referred to as “Bid”) for the supply of all the requirements described in the Request for Proposal No. \_\_\_\_\_ along with its amendments/annexures and other ancillary documents (hereinafter referred to as “RFP”) as issued by Bank of Baroda.
2. We \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called the 'BIDDER') are offering security deposit of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) vide [demand draft/ pay order/ issued by a scheduled/ Commercial Bank] bearing No. \_\_\_\_\_ dated \_\_\_\_\_ [drawn on/ issued by] \_\_\_\_\_ (hereinafter referred to as “Bid Security”) favoring 'Bank of Baroda' for consideration of the Bid of the above mentioned Bidder.
3. The Bidder specifically acknowledges and agrees that the Bidder has furnished its Bid on the understanding and condition that, if the Bidder:
  - a. Withdraws its Bid during the period of Bid validity specified by the Bidder on the Tender Documents or
  - b. Having been notified of the acceptance of its Bid by Bank of Baroda during the period of validity:
    - i. Fails or refuses to execute the contract form if required; or
    - ii. Fails or refuses to furnish the Performance Security, in accordance with the instruction to Bidders.Bank of Baroda has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder.
4. The Bid Security shall be returned to unsuccessful Bidders within thirty (30) days from the date of the award of contract to a successful Bidder. The Bid Security shall be returned to the successful Bidder upon furnishing of Performance Security in accordance with the instructions of the Bidder.
5. The Bidder undertakes that it will not cancel the Bid Security referred to above till the Bidder is returned the Bid Security from Bank of Baroda in accordance with the foregoing conditions.
6. The Bidder represents and warrants that the Bidder has obtained all necessary approvals, permissions and consents and has full power and authority to issue this Bid Security and perform its obligations hereunder, and the Bidder has taken all corporate, legal and other actions necessary or advisable to authorize the execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Bidder to issue this Bid Security or any irregularity in exercise of such powers shall not affect the liability of the Bidder under this Bid Security.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_ Seal and Signature of the Bidder

## 10 Annexure 5 – Bid Security Form

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

To,  
Chief Digital Officer (CDO),  
Bank of Baroda,  
6<sup>th</sup> Floor, Baroda Sun Tower, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051

WHEREAS \_\_\_\_\_ (hereinafter called “the Bidder”) has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for Selection of Bidder for procurement, implementation & maintenance of a digital co-lending platform for all lending products and services at Bank of Baroda 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:

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

## 11 Annexure 6 – Undertaking from the Bidder

To,  
Chief Digital Officer (CDO),  
Bank of Baroda,  
6<sup>th</sup> Floor, Baroda Sun Tower, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal – Selection of service provider for procurement, implementation & maintenance of a digital co-lending platform for all lending products and services

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

Dated this \_\_\_\_\_ by \_\_\_\_\_ 20

Yours faithfully,





Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## 12 Annexure 7 – Pre-Bid Queries Form

**(Please note that all pre-bid queries need to be sent by email in excel format only)**

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

Name of the Respondent:

Contact Person from Respondent in case of need.

Name:

Contact Number:

Email-ID:

Sr No	Page #	Point/ Section #	Sub Section #	Category (Scope/Commercial/Legal/ General/ Eligibility)	Clarification point as stated in the tender document	Comment/ Suggestion / Deviation
1						
2						
3						
4						
5						
6						

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email and Phone number:

Date:

### 13 Annexure 8 – CONFORMITY LETTER

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

To,  
Chief Digital Officer (CDO),  
Bank of Baroda,  
6<sup>th</sup> Floor, Baroda Sun Tower, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal – Selection of service provider for procurement, implementation & maintenance of a digital co-lending platform for all lending products and services

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

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email and Phone number:

## 14 Annexure 9 – Undertaking of Information Security

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

To,  
Chief Digital Officer (CDO),  
Bank of Baroda,  
6<sup>th</sup> Floor, Baroda Sun Tower, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051

Sir,

Sub: Request for Proposal – Selection of service provider for procurement, implementation & maintenance of a digital co-lending platform for all lending products and services

We hereby undertake that,

1. Proposed solution to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done).
2. For all subsequent versions/modifications done in solution quality exercise will be performed and quarterly compliance certificate through internal audit process will be submitted. Bank may ask for external audit certificate at its discretion.

Dated this \_\_\_\_\_ by \_\_\_\_\_ 20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name:

Address:

Email and Phone number:

## 15 Annexure 10 – Project Scope & Technical Requirement

This section describes the envisaged scope as follows:

1. Based on the contents of the RFP, the selected Bidder shall be required to independently arrive at a Digital Co-Lending solution, which is suitable for the Bank, after taking into consideration the efforts estimated for implementation, resources and equipment requirements.
2. The Bank expressly stipulates the Bidder's selection under this RFP is on the understanding that this RFP contains only the principal provisions for the entire assignment and that delivery of the deliverables and the services in connection therewith are only a part of the assignment. The Bidder shall be required to undertake such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Bank.
3. The Bidder will be required to fix any vulnerabilities/ bugs in the platform at no additional cost during the entire tenure of the contract. These vulnerabilities/ bugs can be detected by the Bank or can be a finding of any internal or external audit conducted by the Bank or its auditors on a periodic basis.
4. The Bidder has to size the Digital co-lending platform covering software & services to ensure availability, scalability, redundancy and performance of the Digital co-lending platform, and to meet technical and functional requirements as per the terms of the RFP within the timeframe prescribed by the Bank.
5. The Bidder is completely responsible for the proposed Digital co-lending platform to meet the scope and objectives of the RFP and all addenda & corrigenda issued thereafter. The Bank assumes no responsibility for assumptions made by the Bidder. In the event the proposed Digital co-lending platform fails to meet the Service Level Agreement (SLA) and the scope and objectives of the RFP (and addendums), the Bidder will have to upgrade, modify or replace the Digital co-lending platform at no additional cost to the Bank.
6. Any deviations other than what is specified and accepted by the Bank will not be considered for the purpose of this RFP.
7. The Bidder shall provide all other required services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability of the envisioned digital co-lending platform.
8. Bidder has to provide entire requirement of site readiness to the Bank within one week of release of purchase order.

### 15.1 Digital Co-Lending Platform – Scope of work

The scope of this RFP is to provision a digital co-lending platform which is scalable and flexible to deliver digital Co-Lending journeys for all Co-Lending products offered by the Bank including but not limited to,

1. Secured and Unsecured Retail Loans
2. Secured and Unsecured MSME Loans
3. Agriculture Loans

Below is the indicative high-level solution architecture for the envisaged scope:

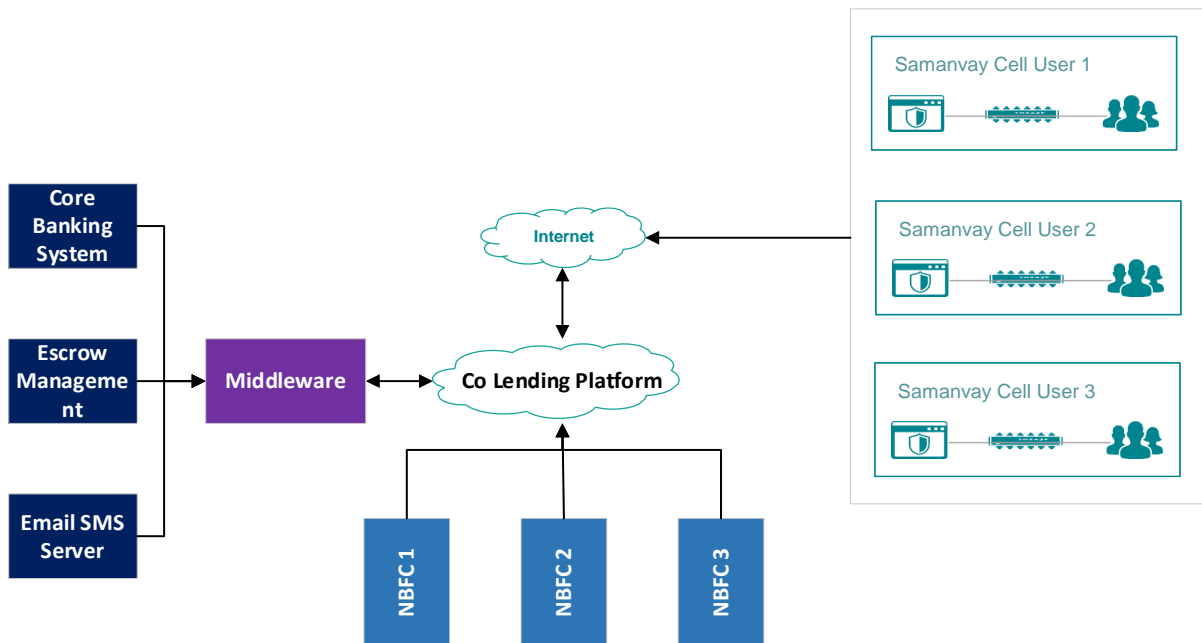


Figure 1: High Level Solution Architecture

#### 15.1.1 Platform & Solution Implementation

The bidder is expected to carry out the following high-level activities as a part of the platform and solution implementation. The enumeration depicts the higher-level activities that the bidder is expected to perform as a part of enabling Digital Co-Lending Journey.

##### 15.1.1.1 Requirements Analysis

Scope Item	Specifications/Features	Compliance [Yes/No]
Requirement Analysis	As a part of requirement gathering the bidder will conduct discovery and ideation sessions with BoB users and its appointed consultants to understand the requirements of the solution. While the bidder will refer to the available journeys, they are expected to create their own journeys by leveraging their domain experience and take necessary approvals. Basis the discovery, bidder shall plan, design, develop models, take BoB's sign-off and	

	<p>submit the deliverables with BoB. Few of the key activities includes but not limited to the following:</p> <ol style="list-style-type: none"> <li>Requirements elicitation with Bank's business team based on discussions, structured questionnaire, etc.</li> <li>Leverage user journeys</li> <li>Arriving at detailed requirements specification for platform functionalities and exact data points</li> </ol>	
System Design	<p>Bidder shall design the proposed system based on identified requirements. Bidder will be required to create:</p> <ol style="list-style-type: none"> <li>High level system specification with overall architecture covering Technical Architecture including security architecture</li> <li>Low level system specification with interface level details and elaboration of the High-Level Design (HLD) core modules &amp; Test Cases.</li> </ol>	
Development, Installation and Configuration	<p>The bidder shall develop the system in scope, basis the design considerations along with exception handling, logging, archiving, monitoring, Definition of business rules to be implemented, writing deployment scripts, interface development, implementation of data exchanges, etc. Implementation of the platform also includes all the Integrations as defined in scope and the unit testing of modules.</p>	

#### 15.1.1.2 Cloud Managed Services

The Bidder is expected to play the role of Cloud Managed Service Provider and shall be responsible to comply with the following:

Scope Item	Specifications/Features	Compliance [Yes/No]
1	BIDDER will be responsible for migrating to cloud and managing the cloud service offerings.	
2	It is the responsibility of the BIDDER to monitor the cloud services (Resource Management, User Administration, Performance, Service Levels).	
3	Establishing connectivity between User Department's premise to Cloud DC and DR site	
4	Deploying new applications on Cloud, user administration, security administration, planning and implementation of Cloud Management and Monitoring Portal for complete infrastructure and services procured	
5	Monitoring & Reporting services	

6	Exit management and billing management	
7	Compute Services: Provisioning, installation, Configuration, Commissioning/De-commissioning and Management of the Virtual Machines and provide User Department the access to the same via secured web browser / Command Line Interface	
8	Storage Services: Provisioning of scalable storage capacity as per requirements of the User Department and availability of services	
9	Managed Database Services: Setting up, installation, configuration, management, upgradation and migration of Database Servers	
10	Network Services: Maintain and manage the required networks components for the Cloud Services procured by the User Department	
11	Security Services: Provisioning, Installation, Configuration, Management, Monitoring of Security Services as per the requirements of User Departments	
12	Disaster Recovery Plan and Implementation: Setup and configuration of VMs, Storage, Network, Database, etc. at DR site meeting RPO and RTO requirements of the User Department	
13	Monitoring and Reporting Services: Deploy agent-based monitoring for Cloud infrastructure monitoring and track system usage and usage reports	

#### 15.1.1.3 Cloud Service Provider (CSP) Compliance

Scope Item	Specifications/Features	Compliance [Yes/No]
1	Liability Clause to indemnify the Bank for any loss due to any cyber incident at cloud infra	
2	Cyber Insurance to cover such losses	
3	Right to Audit clause (Annexure 18)	
4	Exit strategy / clause	
5	Penalties as per section 18.9	
6	Audit certificate / reports / certifications of the Cloud vendor	
7	Exit strategy – Reverse Transition clause to ensure transfer of data and complete erasure from present vendor. (Section 18.12)	
8	<p><b>Bank User Management</b> – Login authentication method, Creation, Modification, deletion of users– give details – SOP to be in place approved by competent authority. Please submit.</p> <p>Application vendor to hand over admin controls of the instance to Bank. There has to be SOP to enable the process with audit.</p>	



9	<p><b>NBFC User management</b> - Login authentication method, Creation, Modification, deletion of users—give details – SOP to be in place approved by competent authority. Please submit.</p> <p>Application vendor to hand over admin controls of the instance to Bank. There has to be SOP to enable the process with audit.</p>	
10	Compliance to RBI Circular – RBI/2019-20/258 DOR (NBFC) CC No. 112/03.10.001/2019-20 dated 24.06.2020	
11	Compliance to Information and cyber security requirements for service providers (Annexure 26)	
12	Encryption / Masking of customer PII data on Cloud	
13	Application Audit Report from third party	
14	Source code review of APIs	
15	APIs – details about encryption of payloads, Authorization and authentication - API wise.	
16	While engaging the third-party service provider, please ensure that they provide the licensed product to the Bank, which may also be verified during the UAT by your team. Pl Confirm	
17	Data Retention Policy details	
18	<p>VAPT of web interface accessible to NBFC and Bank employees by third party.</p> <p>VAPT Will be carried out by Bank. Compliance by vendor. At its desecration Bank may ask the vendor to carry out the VAPT and submit the report.</p>	
19	interface accessible to NBFC and Bank employees – we recommend 2FA and captcha	
20	Share Server Details – hosted at Banks premises (IP and Host Name) for integration with security tools and VA Scan.	
21	Source code review of APIs	
22	Ownership and management of middleware	
23	Integration details with CBS, CMS and DMS	
24	The CSP should have a registered office in India and support services based out of India.	
25	The CSP shall provide a robust, fault tolerant infrastructure, network and security with enterprise grade SLAs with an assured uptime of 99.9%, SLA measured for all subscribed services.	
26	The CSP should fully disclose breaches in security resulting in unauthorized intrusions into the CSP that may materially affect Bank of Baroda or its customers.	
27	Cloud must be hosted in India, and there should be no network and data sharing/replication to any datacenter outside the boundaries of the country. The CSP will be bound by Indian law, Indian IT Law and the applicable regulations. No data in any circumstances should be shared/copied/transmitted without BoB's consent/written permission of BoB.	
28	CSP should have a multi-site infrastructure setup, with network performance between them sufficient to accomplish	

	synchronous replication, so that Bank of Baroda can architect for high availability with near-zero RTO and RPO.	
29	The CSP is fully responsible for tech refreshes, patch management and other operations of infrastructure that is in the scope of the CSP.	
30	The CSP shall provide BoB with the necessary logs for the IAAS, PAAS and SAAS services for security monitoring and incident alert management.	
31	CSPs shall provide interoperability support with regards to available APIs, data portability etc. for Bank of Baroda to utilize in case of change of cloud service provider, migration back to in-house infrastructure, burst to a different cloud service provider for a short duration or availing backup or DR services from a different service provider.	
32	The CSP should adhere to the relevant standards published (or to be published) by DeitY/MeitY or relevant standards body setup or regulator like RBI, SEBI, AMFI / recognized by Government of India and notified to the CSP by DeitY/MeitY/SEBI/AMFI/RBI/or by any institution recognized by Govt. of India as a mandatory standard and/or regulations.	
33	The CSP should have ISO 27001:2013 and ISO 27018:2014 Certifications	
34	The CSP shall have regular independent third-party audits done, and at least the following certifications including SSAE16 SOC1 Type II, SSAE SOC2 Type II, ISO/IEC 27001:2013, ISO/IEC 27002, ISO/IEC 27017 and ISO/IEC 27018, ISAE 3402.	
35	Bank will have right to audit the data center facilities of CSP through any regulators or through any third parties as needed by the regulators and this may entail data localization, sovereignty, confidentiality, and such other things. The CSP should provide third-party audit reports on information security & data integrity, source code review including APIs, details about APIs encryption of payloads, authorization and authentication API wise - every year irrespective of any audit on demand.	
36	The CSP shall ensure to protect confidential information from unauthorized disclosure and use.	
37	CSP is responsible to organize periodic trainings to BoB IT staff with latest relevant cloud services.	
38	If Indian government demand is received for any data, the process mentioned below has to be followed: a. Disclosure of data of any kind on legal/statutory compulsion should be done only after obtaining concurrence from the Bank. b. Resist illicit demands that are invalid which are not permitted by the Indian Government or Indian IT Law or any other Indian Regulatory Authorities.	
39	Solution (Cloud) must have Production and Disaster recovery site (replica of production) with Active-Passive deployment has to be maintained in India	

40	Solution should have capability to provide Alerts & Monitoring interface. Solution should support Remote Administration for administrators	
41	Solution should have Capability to integrate with the authentication servers (LDAP/ADFS etc.) and Integration with applications using API.	
42	The cloud infrastructure should have presence in at least 2 cities in India //to be discussed	
43	The solution should be encrypting data both at rest and in transit with SSL/TLS.	
44	The Service uptime agreement for the proposed solution should have monthly uptime commitments and have transparent monthly credit calculations in case of uptime not being met for any services.	
45	The same Service Level Agreement should be applicable to all included or related services or components that is required for the solution to be contracted for the requirement.	
46	The proposed solution should not mandate any minimum number of users for any service uptime calculations.	
47	The proposed solution should also have Service level commitments for virus detection and blocking, spam effectiveness, false positives as well as email delivery.	
48	Bidder has to perform regular backup and recovery tests to assure that logical segregation and controls are effective.	
49	Bidder has to ensure that Cloud provider personnel controls are in place to provide a logical segregation of duties.	
50	Measured Service: Resource usage should be monitored, controlled, and reported; providing transparency for both the Bidder and Bank of the utilized service. Bidder should have reporting mechanism to measure the service/performance/availability level criteria as in SLA while billing or as an when Bank requires.	
51	Resource pooling / Multi-tenancy: There must be a logical separation between each consumer's computing resources and network using virtualization and VPNs or other techniques in case of multi tenancy public cloud setup. Bidder should provide details on how to segregate and protect Bank's email data from other customer data in cloud environment.	
52	Secure Data Deletion: Require that Bidder offer a mechanism for reliably deleting data on Bank's request	
53	Cloud Service Provider (CSP) should provide right to audit as similar what is Bank is having with shared data centres in India. In addition: <ul style="list-style-type: none"> <li>a. Bank's data should not cross Indian geographical boundaries (physically or logically).</li> <li>b. Bank must have "Rights to Audit" the CSP's compliance with the agreement including rights of access to the</li> </ul>	

	<p>CSP's premises where relevant records and Bank's data is being held.</p> <p>c. Audit rights for the Bank or its appointed auditor (nominee) or regulators should be integral clause in agreement.</p> <p>d. Integration of all devices with Bank's SOC, if so desired by the Bank, for monitoring.</p> <p>e. Bank should have access/ monitoring mechanism for Privilege user access (of CSP) to cloud based systems.</p>	
54	<p>Security</p> <p>a. Virtual environment security: It includes resource allocation, hardening of OS, VM image encryption, VM monitoring, USB disabling on VMs, VM should be kept on dedicated partition and IP addresses should not be shared.</p> <p>b. Encryption and Key Management: Depending on sensitivity data is to be encrypted, transport layer encryption is to be ensured using SSL, VPN Gateway, SSH and TLS encryption. End-to-end process for managing and protecting encryption keys to be established and documented. Compliance is to be ensured on ongoing basis.</p> <p>c. Monitoring: Devices should be integrated with Bank's SOC, if so desired, for continuous monitoring for access monitoring, threat monitoring, audit logging, system usage monitoring, protection of log information, administrator and operator log monitoring, fault log monitoring</p> <p>d. The CSP shall provide the artifacts, security policies and procedures demonstrating its compliance with the Security Assessment and Authorization requirements.</p>	
55	<p>Reverse Data Shifting: In the event of completion of the contract in normal course or on termination of contract, bidder shall shift the data back to Bank or any of its designated 3rd party's on-premise/ cloud hosted infrastructure. The bidder should sort out operability issue, if any, for smooth shifting of such data</p>	

#### 15.1.1.4 Quality Assurance

The bidder shall be responsible for testing the system and ensuring that the performance, stability, continuity, reliability, etc. remains intact. The bidder shall prepare test cases and perform thorough testing. The test cases, testing automation scripts, root cause analysis, bug fixes, workarounds/ troubleshooting measures for non-fixable issues and other testing activities related to different types of testing (functional, system performance, reliability, load/stress, volume, UI, exception handling, compatibility, VAPT, etc.) should be documented, signed off and shared with BOB. The Bidder shall also define and document the entry and exit criteria for SIT and UAT. It is the sole responsibility of the bidder to fix all the discovered issues during the

testing performed. The indicative list of activities includes but not limited to the following:

S. No.	Specifications/Features	Compliance [Yes/No]
<b>Test Preparation</b>		
1	Testing strategy (Smoke, Sanity, Regression, Acceptance, Integration, Robustness Unit, GUI, Functional, Load/Performance, Stress, Volume, UAT, Security, Recovery, VAPT, etc.)	
2	Setting up of test environment which consists of, software, and applications. The Bidder will be required to setup at least 2 testing environments for SIT and UAT	
3	Preparation of test data for all combinations to be tested	
4	Identification of test cases/scripts for which an automated script can be created, if applicable	
5	Dry run test cases/scripts to verify that test cases are executing properly	
6	Finalize test plans / scripts / data	
<b>Test Execution</b>		
7	Retest of failed test cases / scripts or modified scripts for testing the defect / deviation correction, if applicable	
8	Recording, tracking, and reporting all defects/deviations, as well as resolving script and test defects	
9	Test results to be provided in an agreed-upon format that meets the standards and criteria specified by BOB	
10	Final executed test scripts to be provided in a format that meets the standards specified by BOB	
11	Review and/or approval of the test results based on criteria defined in the BOB standards for executed test scripts	
12	Test summary report, including scanned copies of executed test scripts, consisting of screenprints and reports, in a format acceptable to BOB	
13	Recommendations for the system, i.e., observations of system usability, suggested enhancements, and performance improvement	
<b>Unit Testing</b>		
14	Unit testing of all the development, customizations and configurations	
15	Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load, Volume, Stress tests, GUI test, Compatibility tests, Exception Handling tests, Data Migration, Maintenance tests, Sanity tests, Installation test, Exploratory/Adhoc tests and other applicable tests	
16	Unit testing logs after the final modification to be submitted to BOB	
17	Independently testing the customer interface for its working and subsequent sign off from BOB	
18	Individual test cases developed after the final modifications have to be shared with BOB for necessary approvals & sign-off	

19	Documentations for workarounds and troubleshooting measures taken in case of non-fixable bug or issues	
20	User usability testing – Usability testing allows bidder to conduct user research with participants in their natural environment to test interaction and identify issue with navigation and layout.	
21	Upon successful unit testing, the bidder will proceed to UAT of the designed front end website.	
Integration and System testing		
22	The bidder shall test and ensure the performance, stability, reliability, request/response time, compatibility, etc. of all the interfaces between all the applications leveraged for the digital co-lending eco-system.	
23	The bidder shall fix all the discovered issues during the system testing and UAT phase related to the interfaces. The bidder shall perform end-to-end system testing to ensure all the connected applications are appropriately operating.	
24	The bidder should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing.	
25	The system and integration testing includes Interface/integration tests, Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load, Volume, Stress tests, GUI test, Data Migration, Compatibility tests, Exception Handling tests, Maintenance tests, Sanity tests, Installation test, Exploratory/Adhoc tests, etc.	
26	All integrations between, CBS, SMPT, SMS, multiple NBFC LOS platforms , should be thoroughly tested.	
27	The service request / response time for all the respective interfaces should be bench marked, documented and submitted to BOB.	
28	The Bidder is required to develop test cases, test scripts, provide test plans related to testing of all the interfaces between applications in the digital co-lending ecosystem.	
29	Set up and document all test data as described in the test scripts.	
30	Document steps for which integration of each component shall occur in the project's test plan.	
31	Perform integration testing iteratively with increasingly larger and more complex combinations of components.	
32	Verify the end-to-end process to work to confirm that fully integrated features behave according to specification.	
33	Perform negative testing.	
34	Document all test results, as well as any deviations that have been discovered.	
35	System integration testing will be followed by user acceptance testing, plan for which has to be submitted by the Bidder to the Bank.	
36	The bidder shall perform UAT and submit their reports, findings, issues, etc. to BOB.	
User Acceptance Testing (UAT)		
37	The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc.	

38	The bidder shall perform UAT with the Bank users and their appointed consultants.	
39	This bidder will provide necessary on-site training for the purpose.	
40	The Bidder should carry out the load testing once the solution is deployed and submit the results to the Bank.	
41	If the load testing results do not comply with the Bank's requirements, the Bidder shall do the necessary rectifications.	
42	Setting-up of regression/automated test software and other tools, be licensed for BOB's use and the bidder to implement-operate-transfer to BOB team	
43	The UAT to be arranged at the sites in the presence of the officials of BOB and / or its consultants	
44	Preparation of test cases, testing methodology and testing strategy for all the tests to performed submission to BOB for sign-off	
45	Creation of test data required by BOB to perform User Acceptance Testing (UAT)	
46	Test plans, test cases, and test scripts for user acceptance testing to be provided	
47	Documentation of all test results, including any deviations that have been discovered in UAT	

#### 15.1.1.5 User Trainings

Bidder will be required to provide Technical, Functional, Operational, User and system level training to Bank staff at Bank's premises in-person / through WebEx/MS Teams, etc. as required by the Bank during the contract period, as per the below matrix –

- Train the Trainer at selected locations, for 3 days
- Admin & Technical Training, for 3 days

For all the new developments, journey configurations, module and other third-party utilities installed, the bidder will train the designated Bank's technical in all aspects like resource management of application and software to enable them to effectively operate and perform administration of the total system. The bidder is also required to conduct mandatory training for customizations / for the administrators specified by the Bank without any additional cost. The bidder will also be required to develop training manuals for all kinds of training, take Bank's sign-off and submit as a deliverable. The bidder shall follow model for all proposed features and functionalities.

#### 15.1.1.6 Security

The Bidder shall have to comply with Bank's IT, IS, Data policies etc. in key concern areas relevant to the RFP, details of which will be shared with the selected Bidder. Some of the key areas are as under:

- a) Responsibilities for data protection, privacy, availability and confidentiality.
- b) Responsibilities for application security and availability.
- c) Responsibilities on system and software access control and administration.
- d) Custodial responsibilities for data, software, and other assets of the Bank being managed by or assigned to the Bidder.
- e) Physical Security of the facilities.
- f) Physical and logical separation from other customers of the Bidder.
- g) Incident response and reporting procedures.

- h) Password Policy of the Bank.
- i) Data Encryption/Protection requirements of the Bank.
- j) In general, confidentiality, integrity and availability must be ensured.

#### 15.1.1.7 Deployment and GO LIVE Commissioning

The bidder shall deploy the solution in production environment provide hyper-care support and maintenance. Post go-live, the bidder shall provide 12 months of warranty. The bidder shall observe the user working patterns, provide support, training and technical help, fix issues/bugs being discovered in this phase and guide the users for best practices.

S. No.	Deliverables
1	Creation of deployment plan
2	Planning go-live
3	Migration and go-live
4	User training
5	Issue/bug fixing

#### 15.1.1.8 Extended support and maintenance

Provide post go-live support, includes but not limited to system maintenance & support, system performance monitoring, system tuning, root cause analysis, change release management and support (L1, L2, L3) etc.

Also provide support for the platform upgrades, customizations, configurations and resolving bugs/issues. During the AMC period, the bidder will have to undertake comprehensive support of the platform and all new versions, releases, and updates for all standard product or specified software to be supplied to the Bank at no additional cost. During the support period, the Bidder shall maintain the platform to comply with parameters defined in this RFP. The Bidder shall be responsible for all costs relating to labor, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with support of the platform. During the support period, the bidder shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the digital co-lending platform and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the product or specified software a reloading of software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The bidder shall provide services of an expert engineer at Bank premise. The AMC, services and the deliverables should strictly adhere to the SLAs as mentioned in Annexure 13.

AMC would be on-site and comprehensive in nature and must have back to back support from the Bidder.

In the event of system break down or failures at any stage, following shall be specified:

- a) Diagnostics for identification of product or specified software failures and Root Cause Analysis (RCA)
- b) Protection of data/ configuration
- c) Recovery/ restart facility
- d) Backup of product or specified software / configuration



The selected Bidder shall support the Software Solution during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the date of acceptance of the Software Solution. Warranty/ AMC for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.

S. No.	Deliverables
1	System maintenance & support
2	System performance monitoring
3	System tuning
4	Identification of areas for improvement

#### 15.1.1.9 Technical and End User Documents

The Bidder shall deliver the following documents to the Bank for every software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials, system configuration documents, system/debugging/diagnostics documents, test procedures etc. as applicable. Any level/ version changes and/ or clarification or corrections or modifications in the documentation should be supplied by the Bidder to the Bank free of cost in timely manner. Following is the indicative list of documentation that the bidder should prepare, take Bank's sign-off and submit it as a deliverable.

S. No.	Documentation
1	Documentation of business requirements
2	Documentation of technical requirements
3	Definition of detailed technical project plan
4	Documentation of architecture requirements
5	Functional Specification Document (FSD)
6	IRD (Integration Requirement Document) preparation
7	Design of high-level and low-level application architecture
8	Detailing of non-functional requirements like – exception handling, logging, archiving, monitoring, etc.
9	Preparation of interface design document and mapping specifications document
10	Technical design document preparation
11	Development of low level and high-level design documents
12	Documentation of testing plan, test cases, test scenarios, test scripts, gaps, bugs, fixes, etc. as a part of quality assurance
13	User training manuals
14	All documentation including technical, operations, like release notes, license terms, user manuals, training manual, technical manual, standard operating procedures, solution architecture and design, system flow document, data dictionary and other necessary documents etc.
15	Statement of Work (SOW), Project Plan, Quality Plan, Test Plan, Requirement traceability Matrix, Design Document, Report Design, Test Case, Test Result, Delivery Notes documents, etc..
16	The Bidder shall also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or

	modifications in the above-mentioned documentation should be supplied by the bidder to the Bank, free of cost in timely manner.
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#### 15.1.2 Overall Solution Delivery, Integration and Vendor Management – Scope of Work

The bidder shall design & deliver digital co-lending solution by leveraging middleware tools, i.e., ESB (Enterprise Service Bus) and API (Application Programming Interface) gateway for integrating systems internal to the Bank and supporting various channels viz. risk rating models, scoring models, , UIDAI, , MCA website/data, CERSAI, NSDL, digital partners, , net Banking, etc., as required. The bidder shall ensure flexibility to integrate with third party/fintech companies/service providers to interface with their systems on a plug and play mode. The bidder shall connect with Bank through middleware and consume services wherever Bank has its own API for any of the fintech services. Bank should be able to leverage the API's provided by fintech service providers for any of the other products/platform.

The Bidder shall provide open API of the functionalities which are not mentioned in the list of integrations. There should be provision to integrate the API from the front end. Any changes in current API integration should be available from the admin panels.

The bidder is expected to take up the role of a system integrator and drive overall solution development. The Bidder shall manage end-to-end service integrations and associated vendors.

## 16 Annexure 11 – Functional and Technical Scope Compliance

The proposed platform should provide a responsive loan origination and automation system; right from lead acquisition (across various NBFC platforms) to disbursement, including integrations with Bank’s CBS and Escrow Platforms, for internal as well as external users as per Bank’s requirement. The platform should provision reduced time to service, seeking minimalistic data-points from customer and proactive query/concern resolution to enhance customer delight and experience substantially.

Bidder is required to provide their capability in terms of technical and functional specifications in the subsequent sections. Bidder is required to provide marks as shown in below table, against each specification mentioned in sections 16.1, 16.2, 16.3 and 16.4. The bidder is expected to do self-evaluation, provide compliance response and assign marks accordingly. The symbols and their description can be referred as follows:

Sr. No.	Description	Symbol	Marks
1	Available as a part of solution / readily available (The feature is already supported and included in the out-of-the-box solution)	A	3
2	Will be provided as customization (Can be developed / customized and delivered along with the solution, prior to implementation at no extra cost.)	C	2
3	Will be provided as Integration (This capability can be provided by integrating with other systems / service providers / fintech partners)	I	1
4	Not Feasible / Not Supported / Unavailable (This capability is neither supported nor available with this Solution.)	N	0

The functional and technical scope broadly comprises of features relevant digital co-lending journeys, Co-Lending Platform key modules, integration and technical aspects.

Please note during demonstrations if any of the required features are not demonstrated but the same feature has been mentioned as out of the box solution / readily available as part of technical and functional scoring sheet then, the same shall be changed to Not Feasible (Not supported / Unavailable) in the functional and technical scoring sheet.

For all the functionalities where the bidder has marked zero (Not Feasible) against the functional / technical requirement, the bidder shall ensure that the same is made available to the Bank either via Out of the Box platform capability or through customization or third party integration, before the implementation goes live at no additional cost to the Bank.

Overall score in the technical and functional scoring sheet is calculated as follows:

**Total Technical and Functional score =  $\Sigma$  (Marks across the Functional and Technical Scope Compliance Points)**

**Total Technical and Functional score will be calculated as an equivalent of 10 Marks for Technical Evaluation Criteria as mentioned in Annexure 2.**

## 16.1 Journey Compliance

Bidder will be required to refer the developed journeys as a part of requirement gathering. Bidder will be required to create their own journeys by leveraging their domain experience. As an outcome of updated journey created as a part of requirement gathering and design, the bidder will also be required to incorporate all the new functionalities that will be essential for the digital co-lending journey. Following table provides the indicative list of functionalities that are to be enabled in the Digital Co-Lending Platform. The indicative list includes but is not limited to the following.

Sr No.	Stream	Specifications	Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
1	Integration - NBFC	Co-Lending Platform will integrate with multiple LOS platforms used by various NBFCs and Financial institutions across the country			
2	Lead Creation	Co-Lending Platform will receive Leads from the NBFC LOS Platforms.			
3	Lead Creation	Co-Lending Platform will receive Documents (in file formats including but not limited to PDF, XML, XLS, CSV, WORD, JPEG, PNG etc.) from the NBFC LOS Platforms and tag them with the respective leads			
4	Lead Creation	Co-Lending Platform will assign unique Lead IDs to the validated leads received from the NBFC Platforms			
5	Lead Allocation	Co-Lending Platform will allocate the leads to the Maker on the basis of various factors including but not limited to, 1) Geography 2) Workload 3) Round Robin			
6	Lead Allocation	Co-Lending Platform will maintain the employee and Branch masters for the allocation of leads			
7	Lead Health Check	Co-Lending Platform will integrate with the Bank's CBS platform to perform the below activities including but not limited to 1) Customer Dedupe 2) Account Health Check 3) KYC Compliance Check			
8	BRE	Co-Lending Platform will have an internal configurable and Dynamic BRE Module for processing the Lead			

Sr No.	Stream	Specifications	Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
		received from the NBFC Platforms			
9	BRE	Co-Lending Platform will generate a health check report for the Leads based on the parameters configured in the BRE			
10	BRE	Co-Lending Platform will classify the leads into predefined categories on the basis of the BRE validations			
11	Credit Assessment	Co-Lending Platform will perform the credit assessment decision based on customer data inputs received			
12	Credit Assessment	Co-Lending Platform will display all the relevant parameters received from the NBFC LOS module along with the BRE validations discrepancies to the credit assessment team			
13	Credit Assessment	Co-Lending Platform will flag discrepancies in the Leads on the basis of BRE parameters			
14	Credit Assessment	Co-Lending Platform will route leads with discrepancies to proper credit assessment hierarchy			
15	Workflow	Co-Lending Platform will have an internal query module for user to seek clarifications on the leads			
16	Integration - NBFC	Co-Lending Platform will send discrepancies to the NBFC LOS platform			
17	Integration - NBFC	Co-Lending Platform will receive clarifications or documents as a response to the discrepancy from the NBFC LOS platform			
18	Lead Movement	Co-Lending Platform will allow the user for movement of the leads in the below formats including but not limited to 1) Forward 2) Backward 3) Reject 4) Raise Query			
19	Lead Movement	Co-Lending Platform will generate parallel workflows for the Leads for verification			
20	Lead Sanction	Once the sanctioning authority is satisfied with the details received for the Leads, the Lead will be sanctioned			

Sr No.	Stream	Specifications	Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
21	e-Sign & e-Stamping	Co-Lending Platform to create and display the consolidated assignment deed document for e-sign & e-stamping			
22	e-Sign & e-Stamping	Co-Lending Platform to integrate with e sign (Digital Signature (DSC) or Aadhar Based) and e-stamp (NESL/ Stamps digitally scanned) fintech solution to send, receive and populate related data			
23	Lead Sanction	Once the assignment deed is signed between Bank and NBFC, the Co-Lending Platform will push lead details to Bank's CBS platform			
24	Lead Sanction	Loan account will be opened in CBS platform using the Co-Lending Platform API call. 1) Customer ID Creation 2) Loans Account Creation 3) Repayment Schedule CBS Loan account details will be stored in Co-Lending Platform			
25	Integration - Escrow	Co-Lending Platform will integrate with system where Escrow accounts are maintained with BoB or any other Banks			
26	Loan Disbursement	On successful Loan account creation, disbursement to be made in designated Escrow account (Configurable) Via Co-Lending Platform API call			
27	Virtual ID creation for collection	Co-Lending Platform will create Virtual Account ID and same will be intimated to Escrow system for activation via API/Email			
28	Virtual ID Activation for collection	Escrow system will activate the virtual ID created by Co-Lending Platform and the activation status with details will be communicated via API/Email			
29	Integration - Email and SMS Server	Co-Lending Platform will integrate with Bank's Email & SMS server for NBFC, Bank and customer communications.			
30	Integration - NBFC	Co-Lending Platform will integrate with the NBFC LOS platform to share the below detail including but not limited to,			

Sr No.	Stream	Specifications	Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
		1) Repayment Schedule 2) Loan Account Number 3) Application ID 4) Virtual ID for Collection 5) Loan Sanction Intimation 6) Loan Disbursement Intimation			
31	Workflow	Co-Lending Platform will assign Loan sanction ratios to Loans based on the NBFC from where the lead is received. The ratio for sanctioned amount could be as below including but not limited to: 1) Consolidated Share 2) Bank's Share 3) NBFCs Share			

Co-Lending Platform will configure Repayment Schedules for all the Sanctioned amount Ratios as below including but not limited to,

- 1) Consolidated Share
- 2) Bank's Share
- 3) NBFCs Share

32	Ledger Maintenance	The solution should support Maintaining the ledgers and statements accounting register General entries			
33	Branch Intimation	After disbursement of Loan, Co-Lending Platform will share the Customer details including Sanction and Disbursement details with the Bank's Parking Branch via Email			
34	Document Storage	Co-Lending Platform will integrate with the DMS for the storage and retrieval of documents with their associated indexing. Customer details stored in DMS should also be made available to the Parking Branch.			
35	Loan Collections	Co-Lending Platform will integrate with the CBS to receive the current demand raised in the Bank Loan account			
36	Loan Collections	The NBFC platform to push the demand of their share to Co-Lending platform			
37	Loan Collections	Co-Lending Platform will integrate with the NBFC Platform to intimate it about the total (Bank + NBFC) demand generated in the Loan			

		Account in the NACH and other file formats			
38	Loan Collections	Once collection is received in Escrow Account, Co-Lending Platform will receive updates via batch files with respect to tagged Virtual accounts			
39	Fund Splitting	Co-Lending Platform will perform the calculations and create the batch file for splitting the funds between NBFC Account & Customer's loan account from Escrow account.			
40	Fund Splitting	Co-Lending Platform will integrate with the Escrow system to transfer batch file with transaction instructions (Funds Split Details)			
41	Amount Settlement	Once the transfer of EMI is completed to the CBS, Escrow system will send the intimation regarding the transfer of amount to the Co-Lending Platform			
42	Loan Statement	Co-Lending Platform will integrate with the CBS for an on-demand pull of the below details including but not limited to, 1) Account Details 2) Transaction history 3) Account statement			
43	Loan Reconciliation	Co-Lending Platform will reconcile the payment details received from Escrow system, account transaction details received from the CBS and the fund split calculation performed in the Co-Lending Platform system			
44	Loan Reconciliation	Co-Lending Platform will raise a discrepancy in case of mismatch in the reconciliation			
45	Loan Reconciliation	Co-Lending Platform will communicate the fund transfer and collection details to the Parking Branch			

## 16.2 Digital Co-Lending Platform – Modules for all products

Key modules of the digital co-lending platform include, but not limited to the following:

- 1 Workflow Configuration
- 2 Master Maintenance
- 3 Product Configuration
- 4 Scorecard and Policy Configuration
- 5 User Management
- 6 Dashboards



- 7 Audit Trail
- 8 Document Management
- 9 Ledger Maintenance

Sr No.	Stream	Specification	Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
1	Workflow Configuration	The Service Provider shall customize and configure workflow depending on channel, product, scheme, source, and any other available to assign applications to specific loan officers by type of loan or loan amount			
2	Workflow Configuration	The solution should be able to add or deactivate empaneled NBFC. The empaneled NBFCs will have their own products, schemes, and loan ratios as configurable			
3	Workflow Configuration	Journeys designed by the Service Provider should take in to account all type of the products and / or customers (ETB / NTB)			
4	Workflow Configuration	The Service Provider will need to enable for all digital journeys with zero to minimal manual interventions as far as possible			
5	Workflow Configuration	The Service Provider will need to define allocation logic for the lead movement to specific approvers/users			
6	Workflow Configuration	The Service Provider should provision for sequential and/or parallel movement of Leads through the entire application journey			
7	Workflow Configuration	The Service Provider should provision for configurable escalation/reallocation of cases based on the parameter's setup by the Bank			
8	Workflow Configuration	The Service Provider should provision for hierarchical movement of cases based on the Manager roles defined in the system			
9	Workflow Configuration	The Service Provider should provision configurable maker checker facility for different activities like data entry, documents, approval based on risk			

Sr No.	Stream	Specification	Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
		segment, approval based on Sanction Amount			
10	Workflow Configuration	The solution should be highly parameterized and should be able to configure the new change/modification in parameters/new products and workflows from admin portal			
11	Master Maintenance	The solution should be able to maintain masters for all empaneled NBFC including their associated details			
12	Master Maintenance	The solution should be able to configure workflows for addition and deletion of NBFC from the list of Masters			
13	Product Configuration	The Service Provider will be expected to define new portfolios, products, schemes, launch offers, and defining/amending product parameters and other associated product configurations as may be needed by the Bank			
14	Product Configuration	The Service Provider will be expected to define the calculation of Repayment schedules along with the ratio division for the sanctioned amount			
15	Product Configuration	The solution should support joint hypothecations for movable assets and mortgage for immovable assets			
16	Scorecard and Policy Configuration	Solution should have in-built business rules engine (BRE) to assist the Bank in credit decisioning digitally			
17	Scorecard and Policy Configuration	The Service Provider will be expected to configure risk scorecards and credit policies for the required products basis the Bank's guidelines			
18	Scorecard and Policy Configuration	The Service Provider is expected to provide the Bank the ability to configure dynamic rules across different NBFCs and products which remain flexible and adapt			

Sr No.	Stream	Specification	Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
		based on pre-defined / identified scenarios.			
19	Scorecard and Policy Configuration	The Service Provider should also provision other critical BRE features including but not limited to drag and drop, maker and checker features, simulations, champion / challenger configurations, etc.			
20	Scorecard and Policy Configuration	The Service Provider is expected to provide a configurable and Dynamic BRE able to modify the set of applicable rules on the basis of customer category and any other parameter decided by the Bank			
21	Scorecard and Policy Configuration	The Service Provider should also provision for a BRE Front End allowing the Bank to make the changes in the BRE parameters without the help of the Service Provider			
22	User Management	The Service Provider should provision access management to define and manage different user roles; with ability to control information access across user types. There shall be provision to configure approval limits based on the designation hierarchy and flow of the application for sanction			
23	User Management	The Service Provider shall provide addition / removal of users and to designated business unit/ branch/ processes/ roles as per user rights			
24	User Management	The Service Provider shall provide controlling role-based access to secure critical user information that is captured from the fields. Access could include making a field editable, read-only, completely hidden or even create new fields specified for the roles			
25	User Management	The Service Provider shall provide definition/modification of the approval limits, branches, and organization structure			
26	User Management	The solution should support secure login id and passwords for each			

Sr No.	Stream	Specification	Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
		user and should support storing of passwords in both encrypted and hashed format as required by the Bank's Policy			
27	User Management	The solution should provide comprehensive password configuration policies, including expiration time, minimum password strength, password history, maximum login attempts and any other requirements as per the Bank's policies			
28	Reports & Dashboards	The Service Provider shall provide configurable on-demand, real time reports and dashboards as per the needs and specifications of the Bank. These reports / MIS / dashboards will include but not limited to, a) The Service Provider shall provide standard user level task views/dashboards and allow configurations of the views as may be needed by the Bank b) The Service Provider shall provision for end to end appraisal view by customer, customer groups, branches, zones, regions, etc. as per the specifications of the Bank c) The Service Provider shall provide the flexibility to set alerts / notifications by setting up rules across parameters as may be needed by Bank d) The Service Provider should provision integration with the enterprise data lake solution of the Bank to allow seamless access to all digital Co-Lending data			
29	Dashboards	The Service Provider shall provide standard user level task views/dashboards and allow configurations of the views as may be needed by the Bank			

Sr No.	Stream	Specification	Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
30	Dashboards	The Service Provider shall provision for end to end appraisal view by customer, customer groups, branches, zones, regions, etc. as per the specifications of the Bank			
31	Audit Trail	The Service Provider will need to provision for a detailed audit trail for each application, each activity, each task, each user executed through the Co-Lending platform			
32	Audit Trail	The details like maker, checker, time and date of execution, changes in the parameter should be available in the form of reports			
33	Error Logs	The solution should provide Error log management			
34	Document Management	The Service Provider needs to configure and customize document management processes and create a seamless association of digital content across all loan products in the digital Co-Lending ecosystem			
35	Document Management	The solution should have the functionality of mapping document type to products, journeys, roles, Branches, ROs, ZOs.			
36	Document Management	The solution should support version control mechanism to track the documents while also allowing rollbacks			
37	Document Management	The Service Provider should make provisions for instant results and quicker retrieval of key documents by advanced content management capabilities and advanced filtering criteria			
38	Document Management	The Service Provider should make provisions for instantaneous document search by text content, metadata, or any other file attributes such as name, extension, etc.			
39	Document Management	The solution should support smart archival of documents of multiple and varying formats			
40	Ledger Maintenance	The solution should support Maintaining the ledgers and			

Sr No.	Stream	Specification	Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
		statements accounting register General entries, Account Payable, Account Receivable etc.			
41	Batch Disbursements	The solution should have facility of batch account creations and disbursements			

### 16.3 Integration Compliance

The Service Provider will ensure that the following indicative list of services are enabled via the digital Co-Lending platform. Any other service required at any point in time required for enabling the digital co-lending journeys, other than the mentioned in below table will have to be provisioned by the Service Provider.

- 1 Service Provider has to customize, implement, train, rollout and maintain the interfaces.
- 2 Bank expects that the integration/interface architecture is based around industry best practices.
- 3 The selected Service Provider will be responsible for identifying the detailed interface requirements for integrating the proposed modules to the existing systems of the Bank for all functionalities as mentioned in this RFP.
- 4 The interface architecture should be clearly defined. The integration architecture should include the types of interfaces supported; the standards used and should comply with Bank's architecture principles.
- 5 As per Bank's guidelines, no external systems deployed on the cloud can connect with the CBS or other core systems directly. The Service Provider shall provide necessary middleware solution in accordance with the Bank's guidelines.
- 6 The Service Provider will present to the Bank the interface requirements for review. Any suggestions from the Bank will have to be included by the Service Provider.
- 7 The Service Provider will be responsible for developing, testing and maintaining the interfaces. When developing the interfaces, the Service Provider should ensure the requirements of data format, frequency of data transfer, quality checks and validations before data transfer and priorities for data transfer are identified and addressed.
- 8 The Service Provider must ensure that all applicable interfaces are automated with no manual intervention required for their successful operation on an on-going basis.
- 9 The Service Provider must ensure to incorporate all necessary security & control features within the application, etc. so as to maintain integrity and confidentiality of data at all times.
- 10 The Service Provider will be responsible for setting up the test environment for interface testing.
- 11 The Service Provider will help/assist the Bank in preparing the test cases for the testing. Service Provider shall ensure that the test cases meet all the testing requirements of the Company.
- 12 The Service Provider must ensure that a sound methodology is implemented (e.g. SOA Governance framework, integration competency centre) to manage the interfaces.
- 13 The Service Provider to provide API data flow diagram, service level integration and other integration requirements for internal information security approvals.

Sr No.	Integrations	Description	Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
1	Integration - CBS	Ability to integrate with the Bank's CBS platform to perform the below activities including but not limited to, 1) Customer Dedupe 2) Account Health Check 3) KYC Compliance Check 4) Customer ID Creation/Modification 5) Loans Account Creation 6) Generation of Repayment Schedule 7) Actual Demand Push 8) Account Details 9) Transaction history 10) Account statement			
2	Integration – Fintech Services	Co-Lending Platform shall have the ability to integrate with the below Fintech Services including but not limited to, 1) PAN 2) GST 3) AADHAR 4) Udhyam Registration 5) Utility Bill – Telecom 6) Utility Bills – Electricity 7) Bank Statement Analysis 8) VAHAN 9) CERSAI 10) ITR 11) MCA 12) Multi Bureau 13) Multi Credit Rating Agencies/Internal 14) eSign and eStamping			
3	Integration – Escrow	Co-Lending Platform will seamlessly integrate with the system where Escrow accounts are maintained with BoB or any other Banks to perform the below activities including but not limited to, 1) Virtual loan account creation 2) Intimation to the Co-Lending Platform for the payment details received by Escrow from CBS for disbursement 3) Receive details on the transfer of money from Escrow to customer 4) Mechanism of file transfer of the receipt of amount received in Escrow against virtual accounts 5) Transaction Instructions with fund split details			

Sr No.	Integrations	Description	Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
4	Integration – DMS	Co-Lending Platform will integrate with the DMS to perform the below activities including but not limited to, 1) Storage and retrieval of documents with their associated indexing 2) Share the DMS document link with Parking branch once the Lead is sent to the Parking branch			
5	Integration – Email	Co-Lending Platform will integrate with the Bank’s Email Server to perform the below activities including but not limited to, 1) Sharing Customer Sanction and Disbursement notification to Bank’s Parking Branch 2) Sharing intimation to NBFC and Escrow for stage changes for the Leads			
6	Integration – NBFC	Co-Lending Platform will integrate with multiple LOS platforms used by various NBFC and Financial institutions across the country to perform the below activities including but not limited to, 1) Receive Leads from the NBFC LOS Platforms 2) Receive Documents from the NBFC LOS Platforms and tag them with the respective leads 3) Send discrepancies to the NBFC LOS platform 4) Receive clarifications or documents as a response to the discrepancy from the NBFC LOS platform 5) Sharing the Repayment Schedule 6) Sharing the Loan ID, Application IDs, Virtual Loan Account Numbers, Escrow Payment Status 7) Intimation about the actual demand generated in the Loan Account 8) Intimation on Lead Sanction and Disbursement			

#### 16.4 Technical Compliance

Following table provides the indicative list of all the technical specifications that the Digital Co-Lending Platform should possess for seamlessly executing the digital co-lending journeys. The indicative list includes but not limited to the following.



Technical Compliance		Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
<b>Architecture</b>				
1.	The architecture of the system should follow modular application architecture that emphasizes separating the functionality of applications in independent services. All the components of the application should have the ability to be reused and replaced without affecting the rest of the system fostering agility, efficiency and resilience.			
2.	The system should support cloud delivery model as this approach will allow to redeploy parts of or all the application to a cloud platform, whenever required.			
3.	The system must comply with organization's guiding principles & standards for enterprise information security/system architecture			
4.	The system must be optimized to minimize their power and memory footprint for better performance			
5.	Every design decisions of the applications should take into account the optimum use of CPU, memory			
6.	System must be designed to be efficient, scalable, manageable, fast, frugal with resources, composable and SOA-style self-contained			
7.	The application architecture must be modular with different modules performing logically discrete functions, all modular services developed separately and composed together to construct an executable application program			
8.	The data architecture must classify data in a number of ways: function, purpose, structure, confidentiality, sensitivity			
9.	The solution should have a native support for cloud deployment model			
10.	The solution should have detailed, periodically updated data dictionary			
<b>Platform and Solution</b>				
11.	Periodic benchmarking of proposed solution as desired by Bank			
12.	The solution should support to customize the product for different jurisdictions as per the local Regulations as well as client needs.			
13.	Solution is platform agnostic.			
14.	The Service Provider shall deploy the solution in dedicated cloud instance procured in the name of Bank of Baroda for hosting the application			
<b>Scalability and Performance</b>				
15.	The cloud Co-Lending Platform should support dynamic elasticity to cope up with the change in user loads.			

Technical Compliance		Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
16.	The solution should support horizontal and vertical scaling to meet the Bank's future requirement.			
17.	Scaling process to be clearly defined by the Service Provider and should not involve any code changes.			
18.	The number of users who all are utilizing the Software Solution overall as well as at a given point in time should be available as a dashboard.			
19.	Ability to scale linearly			
20.	Solution should be able to scale to accommodate future usage loads, such as load balancing, clustering, support for additional CPU cores etc.			
21.	Solution should meet performance standards regardless of the location within India			
22.	Capability to handle sub second response time			
23.	Allow for high capacity to carry out transactions during high volume period			
<b>Security</b>				
24.	The solution should comply with the security guidelines & principles of Bank of Baroda			
25.	Data should be protected at rest and in motion			
26.	Secure mechanisms and protocols must be used for authentication			
27.	When the application fails, it should fail to a state that rejects all subsequent security requests			
28.	Every failure must be handled as per Risk Management Policy			
29.	Application must be designed to recover to a known good state after an exception occurs			
30.	A global error handler must be designed to catch unhandled exceptions and an appropriate logging and notification strategy must be designed			
31.	Client account, transaction data or any sensitive information is encrypted when in transit.			
32.	Solution should be implemented in higher security standards like Virtualization, Segregation of Servers, and compartmentalization. Secured Coding Practices, OWASP etc. to ensure 100% security of the Solution			
33.	Client account, transaction data or any sensitive information is encrypted when in transit.			
34.	Solution should comply with the IT Security Policy, Cyber Security Policy and IT Policy of the Bank			
35.	Encryption to be used for API, data traveling between platform and other interfacing applications. Integrity of data to be maintained at 100% of time.			
36.	The Service Provider shall create adequate controls ensuring that, when exception or abnormal			

Technical Compliance		Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
	conditions occur, resulting errors do not allow users to bypass security checks or obtain core dumps.			
<b>DC &amp; DR</b>				
37.	The solution should be compliant with DC/DR strategy of Bank of Baroda.			
38.	All the components of proposed solution (software, etc.) in the DC site should be replicable at the DR site (except for test and development environment).			
39.	The proposed solution should have full capability to support database-database and storage-storage replication between DC and DR with a recovery point objective (RPO) and a recovery time objective (RTO) of the Bank.			
40.	The replication between DC and DR should be possible in both directions.			
41.	Support real time replication of data from production site to DR site and permit manual and automatic shift of the application to the DR site.			
<b>User Interface and Experience (UI/UX) Technical Scope - Responsive Web Portal</b>				
S.No	Specifications/Features	Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
<b>Guidelines, Design &amp; Development Standards, and Requirements Analysis</b>				
42.	The Service Provider shall ensure that the new website should be built upon proven and accepted website development standards while maintaining flexibility to easily grow and add new functionalities over time and with minimal cost			
43.	The Service Provider shall ensure that the design of the solution is welcoming and attractive. The design should be created by members of the Service Provider's professional design team in collaboration with BoB's team through a data driven and consultative design process.			
44.	Solution design should remain consistent throughout all pages to maximize usability, except where differentiating between departments or sections of the website as requested by Bank of Baroda.			
45.	Solution should ensure that all users are able to view the BoB Co-Lending website irrespective of the device they are using - computers, laptops,			
46.	The solution should be responsive, i.e., the solution should automatically detect the screen resolution of any device and respond with a view of the site that is optimized specifically for that screen.			

Technical Compliance		Compliance [Yes/No]	Marks [A=3, C=2, I=1, N=0]	Remarks
47.	The website should be created to be fully functional across different operating systems			
48.	The solution framework/architecture should be able to address future scalability requirements.			
Wireframes, Design elements planning and Prototypes				
49.	The Service Provider shall design wireframes supported by user flows and stories wherever required using the information gathered in the planning, requirement gathering phase and with discussions with Bank of Baroda digital Co-Lending team			
50.	Create conceptual visualizations of complex business requirements as needed			
51.	Prototype design elements should include relevant background images, photographs, logos and buttons that are easily updatable or swappable by Bank of Baroda IT team without incurring additional update charges.			
Review, Approval & Documentation				
52.	Detailed process documentation and Design Documentation should be submitted to Bank of Baroda.			
UI/UX – Technical Requirements				
53.	Detailing of technical requirements like – exception handling, logging, archiving, monitoring, etc.			
54.	Preparation of interface design document and mapping specifications document			
55.	Co-Lending platform will be integrated with the DLP (BoB's Digital Lending Platform System), and other applications to be identified during discovery			
56.	Design should incorporate security features to protect the Bank's loan application portal from session hijacking, sql injection, cross scripting, DoS, etc.			
57.	Ensure compatibility with existing Banking systems, API gateways and other related portals and applications			
58.	Loan application portal should support online data replication at DC and DR			
59.	Website Analytics - An administrative center for reviewing, filtering and exporting overall website statistics, including the ability to view statistics by page or section and presenting the information in a graphical representation.			
60.	All patch updates and patch management of Solution modules must be deployed by the selected Service Provider after obtaining approval from BoB			
61.	Technical design document preparation			

## 17 Annexure 12 – Other Requirements

Other Requirements		Compliance [Yes/No]
Licensing and implementation requirements		
1	Service Provider should provide per login based solution	
2	The solution can be put to use at any Bank branches in India & International territories, RRBs, Subsidiaries and associates both domestic & international (current and future)	
3	The solution should be deployed in Development, Test, Pre-Prod/UAT and Production and there should not be any restriction on the number of instances / deployments / users based on the licenses and any other limitation quoted in Commercial Bid	
Support and Maintenance		
4	A request from the Bank to implement variants of the products already implemented shall not be treated as a change request / customization. And should be managed via configuration changes by the Service Provider.	
5	Service Provider should fix bugs identified during the period of contract free of cost to the Bank.	
6	Service Provider should warrant all the software against defects arising out of faulty design, workmanship etc. throughout the contract period.	
7	Service Provider should ensure availability of technical expertise and SMEs to extend continuous support to the on-site team.	
8	Service Provider will be responsible to manage day-to-day operations, system administration & maintenance, system support, troubleshooting, technical support, patching, configuration, deployment, change & release management and support (L1, L2 & L3) and cloud based DR & BCP activities.	
9	Service Provider should resume operations from an alternate site with minimum downtime whenever required	
10	Service Provider in consultation with Bank will decide on the Change Requests (CR) to be taken up for coding and estimate the man days required for each CR and prepare a User Requirement Document (URD). After URD approval from Bank, Service Provider team will start working on the CRs. If URD is not available, Service Provider team will start working on the approved CR. The Bank shall impose a penalty as per penalties mentioned in Annexure 13, in case the Service Provider is unable to meet the delivery timelines.	
11	Service Provider should perform system performance monitoring and publish uptime reports at the frequency desired by the Bank.	
12	Service Provider should provide Root Cause Analysis for issues as and when requested by Bank, within 2 days of the incident	
13	Any change / upgrade / solution modification / patch suggested by the Service Provider will be first communicated and discussed with the Bank; only after the confirmation and acceptance by the Bank shall it be applied to the production environment.	
Audit Trail		

Other Requirements		Compliance [Yes/No]
14	All transactions should be securely logged to detect any modifications.	
15	All historical records of deviation along with user audit trail should be logged for future reference.	
16	All overrides for credit approval or rejection should be logged to create audit trail that can be tracked.	
17	History of each parameter change should be logged.	
18	Users should be able to access audit trails of all the transactions, modifications/changes for audit purpose.	
Helpdesk		
19	24 * 7 * 365 system support facility from vendor should be available. In case of requirement Bidder's resources shall visit Bank's site Mumbai/Hyderabad to resolve any system issues within 2 hours of notice during the contract period.  Bidder to quote support cost for one dedicated resource during Bank business days and such cost shall be part of TCO. Bank at its discretion may avail such services.	
20	Vendor to train Bank/Bank appointed team to manage system. Vendor to provide detailed system/administration scope manual.	
21	Escalation process should be in place for unresolved issues.	
22	Service Provider support staff should be well trained to effectively handle queries raised by the Bank customer / staff etc.	
23	Service Provider should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc.	
Reporting		
24	The system should support all the different reporting requirements of the Bank that includes MIS database instance, <ul style="list-style-type: none"> <li>▪ Customizable user specific reports</li> <li>▪ Dashboard requirements</li> <li>▪ Technical Audit Log trail reports for access control logs</li> <li>▪ Reconciliatory reporting where needed</li> <li>▪ System health check dashboard for monitoring health of application including security vulnerabilities.</li> </ul>	
25	The detailed technical and functional considerations are provided in Annexure 11. Other addition details of these will be defined in the requirement elaboration phase with the successful Service Provider.	
Performance Requirements		
26	The system should be configured to <b>support '100' peak concurrent users</b> initially. However as per Bank requirement the system should be scalable in increments of 50 additional concurrency. There should not be any application dependency to increase the concurrency except for system hardware (RAM, CPU, Storage). Bank should able to increase the hardware requirement on demand from the cloud service provider.	

<b>Other Requirements</b>		<b>Compliance [Yes/No]</b>
27	Acceptable application response time shall be maximum two-to-three-second range per page per field. Response time refers to the amount of time Application Server takes to return the results of a request to the user.	
28	The proposed solution should be cost-effective, scalable and use standard platforms	
29	The solution should be available 24x7x365 with an availability rating of 99.9% to be measured monthly	
30	Bank may engage any third-party solution for performance monitoring of the proposed solution for which the Service Provider should support at no additional cost to Bank.	
31	The solution should be initially deployed in the cloud with required replication. Middleware shall be deployed in DC and DR environment, if required in high availability mode and should meet the RTO and RPOs defined by the Bank. The Software Licenses should be provided accordingly. The Servers should be configured as an Active – Active cluster at the primary Data Centre and the Disaster Recovery Site. Required cluster licenses for both the sites should be included in the overall software cost.	
<b>Scalability Requirements</b>		
32	Scaling process to be clearly defined by the Service Provider and should not involve any code changes.	
33	The number of users who will be utilizing the Software Solution overall as well as at a given point in time should be clearly specified by the Service Provider.	
<b>Compliance with Bank's policies</b>		
34	The solution provider should not store or share any data outside the Bank's infrastructure.	
35	The solution should ensure that the log collection, storage, management, integrations are done in a secured and tamper proof manner.	
36	Log retention should adhere to the time frame as per the Bank's log retention policy.	
37	Data retrieved by the solution from external financial information provider systems needs to be retained for a time frame as per the Bank's data retention policy.	
38	Remote access from public domain / Service Provider's workplace to Bank's environment will not be taken by the Service Provider for any purpose including development, support operations, deployments, debugging etc.	
<b>Hardware</b>		
39	The solution should support deployment on dedicated cloud instance for Bank of Baroda. The Service Provider shall finalize the cloud solution requirement in line with volume, request/response times, cloud replication requirements, back up disk & media based.	
40	Hardware requirement details for middleware deployment in Bank data center should be provided by the Service Provider as part of the bid response	
41	The Service Provider shall configure, deploy, support and manage the aforementioned set up for the Bank.	

## 18 Annexure 13 – Service Levels

This section details the technical (non-functional requirements) requirements that the solution shall conform to in-order to obtain acceptance from BoB. The documentary evidence of the bidder’s qualifications to perform the Contract if its Bid is accepted, shall establish to the Bank’s satisfaction that adequate, specialized related software expertise is already available, to ensure that the support services are responsive, and the bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance till the end of the contract period.

The Vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same, for the tenure of Contract under this RFP.

The Bank expects that the successful Vendor to adhere to the following minimum Service Levels:

- Any fault / issue/ defect failure intimated by Bank through any mode of communication like call/e-mail/fax etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Vendor
- The Vendor should have 24X7 monitoring, escalation and resolution infrastructure
- Time bound problem addressing team (onsite/offsite) for the complete contract period
- Vendor to arrange for updation required in the system to meet the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance as part of AMC at no extra cost to Bank for the entire contract period. Any delay in meeting the timelines would result in penalty

Vendor will have to guarantee a minimum uptime of 99.9%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.9% on 24x7x365.

### 18.1 Severity Level

The Bidder shall guarantee a minimum uptime of 99.9%, calculated on a monthly basis. Application availability will be 99.9% on 24x7x365. The penalty will be calculated as per the details given below.

1. Uptime percentage = 100% - Downtime Percentage
2. Downtime percentage = Unavailable Time / Total Available Time, calculated on a monthly basis.
3. Total Available Time = 24 hrs. per day for seven days a week
4. Unavailable Time = Time involved while the solution is inoperative or operates inconsistently or erratically

Uptime Percentage	Penalty Details
A >= 99.9%	No Penalty
99.9% < A < 99.5%	2% of 1/3rd of cost of quarterly recurring payment
99.5% =< A <= 99%	5% of 1/3rd of cost of quarterly recurring payment
A < 99%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of 1/3rd of cost of quarterly recurring payment for every 0.1% lower than the stipulated uptime.



The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent monthly payment. If Bidder materially fails to meet an uptime of 99.9% for three consecutive months, the Bank may have the right to terminate the contract. In case if there are no pending invoices to be paid by the Bank to the Bidder, the Bidder must submit a pay order/ cheque payable at Mumbai in favor of Bank of Baroda for the same within -15- days from the notice period from the Bank.

Availability Service Level Default

1. Availability Service Level will be measured on a monthly basis.
2. A Service Level Default will occur when the Bidder fails to meet Minimum uptime (99.9%), as measured on a monthly basis.

Bidder to provide a ticketing tool to register complaints / service requests, provide resolution status etc. The entire ticketing history shall be maintained during the entire contract period and shall be handed over to the Bank as and when requested, in the specified format.

Bidder shall determine the severity levels based on the criteria mentioned below:

Severity Level	Response Time	Resolution Time
<b>High</b> <ul style="list-style-type: none"> <li>▪ All services down</li> <li>▪ All services running on a reduced throughput</li> </ul>	Detection and action plan within 15 minutes	2 hours
<b>Medium</b> <ul style="list-style-type: none"> <li>▪ &gt;= 2 services down</li> <li>▪ &gt;= services running on a reduced throughput</li> </ul>	Detection and action plan within 30 min	4 hours
<b>Low</b> <ul style="list-style-type: none"> <li>▪ 1 service down</li> <li>▪ 1 service running on a reduced throughput</li> </ul>	Detection and action plan within 45 minutes	6 hours
Bank specific enhancements	Workaround or action plan within 5 working days	Mutually agreed timelines

Any problem due to which the users cannot access the proposed solution or infrastructure; or any problem due to which the proposed solution does not perform according to the defined performance parameters; or showstoppers involving major functional failure in the application, where there are no usable workarounds shall be treated as Critical/High Severity incident and would have a response time of 15 minutes to resolution time of 120 minutes.

**18.2 Escalation**

The Bidder shall provide an escalation matrix to facilitate application performance and support related escalations. The matrix shall include the names of the individual with designations, work Email and the work contact number (landline and/or mobile). Unavailability of the requisite personnel (without prior intimation) during an escalation would result in further escalations. BoB shall follow the following escalation mechanism for each subsequent escalation:

Mechanism	Duration
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**Auto Escalation (for open tickets or unsatisfactory response)**

Every 2 hours

Any fault/issue/ defect failure intimated by Bank through any mode of communication like call/ Email/ fax etc. are to be acted upon, to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining “Penalties” that would be levied on the Successful Bidder.

**18.2.1 Escalation Matrix**

Service level Category	Response/Resolution Time	Escalation thresholds			
		Escalation Level 1		Escalation 2	
		Escalation to	Escalation Mode	Escalation to	Escalation Mode
Production Support		<Name, designation contact no.>			
Service Milestones		<Name, designation contact no.>			
Application Development & Maintenance		<Name, designation contact no.>			
Service Desk Support		<Name, designation contact no.>			

**18.3 Scalability**

18.3.1 The system shall be able to handle a 50% increase in usage as per the given requirements of peak volumes / TPS with only configuration changes and no change to core system code and/or product set.

18.3.2 The system shall be designed so that processes do not take exponentially longer in relation to increases in users (employee and/or customer, whichever applicable), database size and/or transactions.

## 18.4 System Recovery

18.4.1 It is vendor's responsibility to maintain DC – DR / NDR patches on continuous basis. Vendor to ensure that all required active participation as per the scheduled / unscheduled DR drills conducted by the Bank. Bidder is expected to co-ordinate with Bank, Hardware, Network, Database and other system tools / Bank and vendor teams for conducting the DR drills and cut over. As part of these exercises, vendor to submit compliance / completion of activity reports.

18.4.2 Processes shall be in place to allow for recovery to a disaster recovery hardware platform, and the bidder shall provide:

18.4.2.1 Estimates of recovery time

18.4.2.2 Proposed method of recovering the logical state of the production service

18.4.2.3 Likely extent of data loss in the event of such recovery being required

18.4.3 The Bidder shall maintain following documentation:

18.4.3.1 Disaster Recovery Plan, identifying the operations involved in disaster recovery and the dependencies between these operations

18.4.3.2 Disaster Recovery Procedures, providing step-by-step instructions for the operations identified in the Disaster Recovery Plan

18.4.3.3 Disaster Recovery Test Plan, identifying the steps and resources required to carry out a Disaster Recovery test to validate the Disaster Recovery Plan and Procedures

18.4.4 The Bidder shall ensure that each batch job (if any) can, following a failure, be restarted from the point of failure, once the cause of the failure has been removed, without the restart requiring any special parameters having to be issued to the job.

18.4.5 Following any failure, it should be possible to return the System to the state following the last committed transaction.

18.4.6 The Bidder shall nominate the following points of contact (plus named deputies) and the hours they shall be available to support the fault resolution process during all testing phases at a site:

18.4.6.1 A named Fault Manager (responsible for the execution of contractor's activities in the fault resolution process). An escalation process shall also be defined to ensure that BoB can escalate unresolved faults when necessary.

18.4.6.2 A named administrative contact, responsible for day-to-day communication of fault and status information

18.4.6.3 A single telephone number for communication of urgent faults and issues

18.4.6.4 A single electronic mail address for communication of faults and related information

## 18.5 Release Control

18.5.1 All deliveries (full or patch) shall include a release note

18.5.1.1 A full list of the contents of the delivery:

- i. Versions, file sizes and file modification dates of all components included in the delivery
- ii. All reported faults which are newly fixed in the delivery, identified by fault reference code and including a brief description of the nature of the fix
- iii. All change requests which are completed in the delivery, identified by the

- appropriate reference code and including a brief description of the means whereby the change is implemented
- iv. All information required to make any appropriate changes to the tuning and configuration of the production Systems or database such that they continue to meet their specifications

## 18.6 Performance & Response Time

- 18.6.1 Response time from the system should not be such that it is overly noticeable and/or affects the user's (employee and/or customer) ability to perform their tasks efficiently. Response time shall be governed by service level agreement
- 18.6.2 System response times shall be evaluated at normal loading conditions, with a fully populated database and shall exclude the impact of network delays
- 18.6.3 In the assessment of response time, an operation shall be timed from the moment of initiation to when the operation is fully completed
- 18.6.4 Where a single user (employee and/or customer) operation involves several system operations (e.g. populating a number of controls on a form), the response time shall be assessed for the operation as whole, not just for each System operation
- 18.6.5 If the throughput is not as per the requirement stated by the Bank, it will be treated as an incident
- 18.6.6 If the Service Provider fails to complete the due performance as per this Agreement, BOB reserves the right to terminate the contract and recover Liquidated Damages 10% of contract value. Both Penalty and Liquidated Damages are independent of each other and leviable applicable separately and concurrently

## 18.7 Information Security

The Bidder shall perform monthly information security tests (penetration testing etc.) of the applications not hosted at BoB and share the test reports with BoB. The Bidder shall share detailed information security incident report(s) with the detail of corrective actions taken if such a situation arises. BoB reserves the right to visit/audit the contractor provisioned premises (DC & DR) either in person or through nominated representatives. The bidder should ensure that the Personally Identifiable Information (PII) is encrypted / masked, and all sucPII should be masked accordingly in-line with access control mechanisms (for vendor teams including Support Engineers L1, L2, L3) as specified by the Bank.

## 18.8 Service Delivery (Support) Requirements

- 18.8.1 The Bidder shall be responsible to manage day-to-day operations, system administration & maintenance, system support, troubleshooting, technical support, patching, configuration, deployment, change & release management and Support (L1, L2 & L3) and DR & BCP activities.
- 18.8.2 The Bidder shall ensure that all L1 resources have relevant experience of 2-3 years, L2 resources to have relevant experience of 3-4 years and L3 resource to have 4-5 years of experience.
- 18.8.3 Bank reserves the right to increase or decrease the number of resources support.

18.8.4 Procedures and processes required to support the live operations of the system shall be described in:

- i. Application maintenance documentation
- ii. Change management procedures
- iii. Problem management procedures
- iv. Software maintenance documentation

18.8.5 The following minimum information shall be available from the full exception details following an incident:

- i. Date and time of the exception and exception code
- ii. The type of exception which occurred and severity level
- iii. Meaningful message text (with the same text being used for every exception of the same type) including the module within which the exception occurred
- iv. Exception text and/or messages received from any external sources (applications, systems)
- v. The user whose activity caused the exception to be raised.
- vi. There shall be an on-line fault management system, including an audit trail. This will pass details of error messages directly to the helpdesk to assist with fault diagnosis. The Bidder shall provide an Incident/Ticket logging system to BoB.

18.8.6 The Bidder shall provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report as and when applicable. The Bidder should also provide the MIS reports as per requirement of the Bank.

18.8.7 Time bound problem addressing team (onsite/ offsite) for the complete contract period

18.8.8 Fixes for bugs identified during the warranty will have to be extended free of cost to the Bank.

18.8.9 Bidder to arrange for updates required in the system to meet the changes suggested by RBI/ Govt. of India/ towards compliance as part of AMC at no extra cost to Bank for the entire contract period. Any delay in meeting the timelines would result in penalty.

18.8.10 The Bidder shall provide and implement all updates (including regulatory/ government updates, if any) and upgrades, customization, patches, enhancement, improvement or modification in time and without any default at no additional cost to BOB. The Bidder shall, from time to time and in timely manner, make such modifications to the existing software so as to ensure that the existing software conform to the regulatory/ government requirements. Any change/ upgrade/ solution modification/ patch suggested by the Bidder will be first communicated and discussed with the Bank; only after confirmation and acceptance by the Bank shall it be applied to the production environment.

## 18.9 Penalties

If Bidder fails to perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, impose the following penalties, as liquidated damages. Once the maximum is reached, Bank may consider termination of Contract pursuant to the conditions of contract.

### 18.9.1 Metrics

Following metrics will be used to calculate the penalty:

- Start Date: Requirement initiation / URD approval date as applicable
- End Date: Proposed date for moving to production
- Actual End Date: Date when delivered

### 18.9.2 Exclusions

Duration of delay on account of the following will be excluded:

- 18.9.2.1 Change in priority assigned to a module due to urgency with prior written approval from the Bank.
- 18.9.2.2 Change in module requirements.
- 18.9.2.3 Testing on account of dependencies on CBS / Merchant / Network etc. not attributable to Bidder
- 18.9.2.4 Unavailability of infrastructure in staging and other dependable environments like staging Core, network, etc. which are beyond the control of Bidder.
- 18.9.2.5 Unavailability of inputs from dependent entities like Merchants, third parties, etc. which are beyond the scope of Bidder.

### 18.9.3 Penalties

The following penalty structure shall be followed for all the engagement phases:

#### 18.9.3.1 Delay in delivery of Change Requests

- I. Delay beyond 7 days from any agreed milestone: Rs. 5000 per week
- II. Delays due to defective CR will be considered in the total delay

#### 18.9.3.2 Unavailability of solution due to known and unknown issues / defects

- I. Delay beyond the agreed SLA (as per 18.9.3.4): Rs. 5000 per day (Part day will also be considered as a full day)

#### 18.9.3.3 Deficiency in services offered under lifetime Facility Management/ Professional Services

A $\geq$ 99.9%	No Penalty
99.9% < A < 99.5%	2% of 1/3rd of cost of quarterly recurring payment
99.5% $\leq$ A $\leq$ 99%	5% of 1/3rd of cost of quarterly recurring payment
A < 99%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of 1/3rd of cost of quarterly recurring payment for every 0.1% lower than the stipulated uptime.

#### 18.9.3.4 Penalty structure for AMC services:

Severity Level	Response Time	Resolution Time
High <ul style="list-style-type: none"> <li>▪ All services down</li> <li>▪ All services running on a reduced throughput</li> </ul>	Detection and action plan within 15 minutes	2 hours
Medium <ul style="list-style-type: none"> <li>▪ <math>\geq</math> 2 services down</li> </ul>	Detection and action plan within 30 min	4 hours

<ul style="list-style-type: none"> <li>▪ <math>\geq</math> services running on a reduced throughput</li> </ul>		
<b>Low</b> <ul style="list-style-type: none"> <li>▪ 1 service down</li> <li>▪ 1 service running on a reduced throughput</li> </ul>	Detection and action plan within 45 minutes	6 hours
Bank specific enhancements	Workaround or action plan within 5 working days	Mutually agreed timelines

18.9.3.5 Any customer application journey failures on account of systemic issues will attract penalty at the rate of 0.05% of monthly payment on per week basis from the date of reporting of the issue till resolution. Any week or part of the week will be considered as full week for the purpose of penalty calculation. Bidder to submit monthly bills along with the applicable penalties for the month.

### 18.10 Terms of Conditions

- I. Preparation and maintenance of alternate setup at DR site shall be the responsibility of the Bidder.
- II. The Bidder shall in accordance with acceptable computing practice to make good with all possible speed at its own expense; any defect in any portion of the Project which may be identified on the Acceptance Certificate or develops and is notified to the Bidder during a period of 12 calendar months after the Acceptance Date and which results in a failure of the Software to fulfil the functions or meet the level of performance detailed in the Contract.

### 18.11 Reporting

The Bidder shall provide hourly reports for the following information categories along with the highlighted frequency:

Reporting Information Category	Frequency
Availability	<ul style="list-style-type: none"> <li>• Hourly</li> <li>• Daily</li> <li>• Weekly</li> <li>• Monthly</li> </ul>
Incident Logs (incl. response & resolution details)	
Problem Logs (if any)	
Escalation Information (if any)	
Penalty Imposed (if any)	

### 18.12 Reverse Transition

Reverse Transition Mechanism

Reverse transition services (Reverse Transition Services) are the services provided by Service Provider to the Bank during the reverse transition period to facilitate an orderly transfer of the Services to the Bank or to an alternative third party service provider nominated by the Bank.

Reverse Transition Services will be undertaken during the contract period are as follows:

- i. In case of expiry of the contract – for (90) ninety days prior to the date of such expiry.

- ii. In case the Bank decides to avail reverse transition post expiry of the contract, the duration of such a reverse transition mechanism shall not exceed (90) ninety days and the charges applicable will be as per the charges paid in last quarter under this Agreement for the maintenance charges.
- iii. In case of termination for default by either party – for a maximum (90) ninety days post the effective date of such termination, provided the duration of Reverse Transition Services do not go beyond the contract period.
- iv. In case of decommissioning of the application or if Bank selects another service provider or any other condition, the Bidder shall provide the transition and migration services without any additional cost.

The scope of work applicable for the Reverse Transition Services shall be as agreed between the Parties in the SOW.

### **18.13 Service model (OPEX to CAPEX)**

Initially the services are to be provided on OPEX model. However, Bank reserves the right to migrate from OPEX to CAPEX model at any point during the tenure of the contract or post completion of the contract. In the case of services migration from OPEX to CAPEX, Bank has the right to negotiate and finalize the associated commercials along with support costs if any.

### **18.14 Independent Arrangement**

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

### **18.15 Survival**

The provisions of Clauses related to Confidentiality, Effect of termination, Indemnity, Limitation of Liability, Property Rights, Reverse Transition and other representations, warranties, covenants and provisions contained herein that by their nature survive or are required to supplement the abovementioned clauses for making them effective, shall survive the expiry or termination of this RFP/Subsequent Agreement.



## 19 Annexure 14 – Masked Commercial Bid

The bidder is expected to provide the commercial bid (after masking the figures) in Annexure 15 - Commercial Bid format.

The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addendums in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilize the solution.

### Note:

- a. This is a competitive bid. All bidders are expected to provide rationalized costs for licensing, implementation, support and customization, in line with market rates. Any bidder found to have quoted costs skewed towards any specific component in the commercial bid, will be rejected outrightly by the Bank without assigning any reason whatsoever.
- b. Numbers mentioned in the contract is indicative for calculation purpose. Utilization may vary as per the requirement, payment will be made basis the unit cost provided by the bidder.
- c. Bidders to provide Dedicated Support Charges for the solution will be for 8 Hour shift per day. The Bank has discretion to avail dedicated support services and number of support engineers at person day cost given. However, for the TCO purpose 24x7x365 for each year will be considered.

### We abide by following terms and conditions

- a. Bidder is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- b. The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
- c. If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- d. All Deliverables to be supplied as per RFP requirements provided in the tender.
- e. The Service Charges need to include all services and other requirement as mentioned in the RFP
- f. The Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- g. All prices to be in Indian Rupee (INR) only.
- h. Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Bidder is expected to provide the GST amount and GST percentage in the commercial. There will be no price escalation for 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
- i. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- j. All deliverables to be supplied as per tender requirements provided in the tender.
- k. All prices should be in Indian Rupee (INR) only. Bank will deduct applicable TDS, if any, as per the law of the land.
- l. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.



Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Seal of Bidder

## **20 Annexure 15 – Commercial Bid**

### **20.1 Login Fee**

The Bank has provided estimated total number of Bank Sanctions for 5 years in the below table. The Bidder shall consider the volumetrics provided in the below table to provide a per login fee model for SUCCESSFUL LOGINS inclusive of license, support, implementation and infrastructure.

‘SUCCESSFUL LOGIN’ shall mean a loan is sanctioned as per the Business rules configured in accordance with the Bank’s requirements in the Co-Lending system. The logins will be paid only for SUCCESSFUL LOGINS.

All SUCCESSFUL LOGINS shall be pushed to Middleware and required MIS will be provided to the Bank. After successful push to the middleware all records shall be purged in the cloud instance. The retention period for cloud records will be communicated to the Successful Bidder.

### **20.2 Maintenance Fee**

A flat fee towards the maintenance of active accounts, collection charges, escrow account maintenance, reconciliation, system / infrastructure etc. will be payable as monthly arrears. However, it is the responsibility of the vendor to maintain all accounts (standard & NPA) on the deployed Co-Lending platform.

Table A below denotes total number of Bank Sanctions envisaged for 5 years.

20.3 Commercial Bid Calculation

**Table A – Sanction Charges**

Sr. No.	Segment	Products	Envisaged Bank Sanctions for 5 years (A)	Year wise envisaged Bank Sanctions					Tax percentage and Value (C) = (P+Q+R+S+T) * Tax Percentage	Total Charges (Including Tax INR) (E) = (B + C)
				Year 1 20000	Year 2 23000	Year 3 26500	Year 4 30500	Year 5 35000		
				Year wise Successful Login Fee (INR without Tax) (B)						
1	Retail	Secured	1,35,000*	P	Q	R	S	T		
2		Unsecured								
3	MSME	Secured								
4		Unsecured								
5		CV/CME								
6	Agri	Agri and allied activities/ Tractor Loan								
<b>Total</b>			<b>1,35,000</b>							

**Note: In the above table P, Q, R, S, T is relevant year number of sanctions X Per sanction cost (per sanction cost shall be uniform across all years)**

**Table B – Maintenance Fee**

Sr. No.	Segment	Products	Cumulative Flat Fee for 5 years (INR without Tax) (A)	Tax percentage and Value (B) = (A) * Tax Percentage	Total Charges (Including Tax INR) (C) = (A + B)
1	Retail	Secured	5 years * 12 months * Monthly Fee		
2		Unsecured			
3	MSME	Secured			
4		Unsecured			
		CV/CME			
5	Agri	Agri and allied activities/ Tractor Loan			
<b>Total</b>					

Note:

- 1) \* Year wise break up of number of Sanctions.

Year 1	Year 2	Year 3	Year 4	Year 5	Total
20000	23000	26500	30500	35000	135000

- 2) The Bidder should be able to produce proof of actual sanctions through the platform.
- 3) In case of extension of the contract period the sanction and active account maintenance charges payable for the extended period will be mutually negotiated.
- 4) In case of extension of the contract period the charges payable for the extended period will be mutually negotiated and shall not be higher than the cost quoted for initial contract period.
- 5) Estimated number of Bank sanctions given are indicative only. Bank is not liable to give any reasons for decrease or increase in the numbers given above, amounts are payable at actuals for successful logins.
- 6) Login fee is payable from successful go-live date for respective products.
- 7) It is the responsibility of the successful bidder to provide integration with various NBFs/Fintechs/Tech services as part of the contract without any limitation on the number of integrations and related support requirements. No separate/additional cost is payable for any new integrations, regulatory, Audit, Bank new requirements.
- 8) No separate cost are payable towards audit requirements such as source code review, VAPT etc.
- 9) Successful bidder shall ensure to deploy all security tools to meet the information security requirements indicated in the RFP and any regulatory/Bank guidelines from time to time. Such associated cost shall be part of the proposal and no separate cost are payable.
- 10) No costs are payable for UAT and implementation.
- 11) Bidder to provide licenses to the Bank for the above products journeys, Bill of Licensing Materials to be provided as per Annexure 21.
- 12) License provided by the bidder should be valid for all the Bank of Baroda group of companies and subsidiaries, in India & International territories, RRBs and associates both domestic & international. Bidder to create such journeys if required for BOB Group Associates on the same pricing. Bidder to run services in separate individual instances for Group Associates.
- 13) The product/platform shall be under warranty during the entire contract period.
- 14) No implementation cost is applicable to Bank of Baroda & its subsidiaries.
- 15) The Cloud services offered shall have minimum services availability for a period of 6 years, extendable in-line with Bank and Service Provider contract extension.

- 16) The loan volumetrics provided in the RFP are indicative and the invoice for payout shall be billed at actuals.
- 17) Any technical/operational failure of sanction and disbursement will be treated as SLA failure.
- 18) The Bank provides no minimum guarantee for actual disbursement and or active accounts under maintenance numbers. The Bidder should be able to produce proof of actual disbursements through the platform.
- 19) Bidder to ensure that there should not be any duplication data representation while submitting the sanctions. Any such misrepresentation will be treated as a serious offence and bank will take stringent action, financial penalties and may include cancellation of the contract.
- 20) Bidder to maintain a MIS system for the purpose of sanctions, billing details, journey success, failure, rejection including reasons and queries & answers by NBFC so that the system functions smoothly. Bidder to provide MIS as per the Bank changing needs during the entire contract period. The MIS, in case of requirement shall be provided for standard, overdue accounts, NPA separately.
- 21) The combination of per login and maintenance fee shall include license, support & maintenance, implementation and infrastructure of digital Co-Lending platform. The successful Bidder shall procure the requisite cloud infrastructure and shall be solely responsible for managing the cloud, provision requisite security and other activities related to Cloud.

## 20.4 Middleware

Bank will provide OS (MS Windows/Linux), DB (Oracle) licenses and installation support. Vendor to provide all other OS/DB/ Middleware licenses/installation/ support during the entire contract period including for contract extended period. The middleware cost is NOT payable for the application software. Bidder to provide the entire Middleware BOM indicated in Annexure 21

The Hardware Infrastructure cost for the Middleware deployment in the Bank's premises need not be quoted by the Bidder. Bidder to provide the requirement details.

## 20.5 Total Cost of Ownership

Financial Head	TCO (5 years)
Table A – Sanction Charges	
Table B – Active account maintenance charges (Cumulative Flat Fee)	
<b>Grand Total</b>	

The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the addendums in the respective sections of the price bid. The prices for the respective sections would be deemed to include all components required to successfully utilize the solution.

### Note:

- This is a competitive bid. All bidders are expected to provide rationalized costs for licensing, implementation, support and customization, Cloud Infrastructure in line with market rates. Any bidder found to have quoted costs skewed towards any specific component in the commercial bid, will be rejected outrightly by the Bank without assigning any reason whatsoever.
- Numbers mentioned in the contract is indicative for calculation purpose. Utilization may vary as per the requirement, payment will be made basis the unit cost provided by the bidder.
- Bidders to provide dedicated support for the solution with 8 Hour shift per day. The Bank has discretion to avail dedicated support services and number of support engineers at person day cost given. However, for the TCO purpose 24x7x365 for each year will be considered.

### We abide by following terms and conditions

- Bidder is required to provide the cost for every line item where the vendor has considered the cost in BOM.
- The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
- If the cost for any line item is indicated as zero / blank then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- All Deliverables to be supplied as per RFP requirements provided in the tender.
- The Service Charges need to include all services and other requirement as mentioned in the RFP
- The Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations however for the purpose of calculation Bank will take the corrected figures / cost.
- All prices to be in Indian Rupee (INR) only.



- h. Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST which will be paid extra at actuals. The Bidder is expected to provide the GST amount and GST percentage in the commercial. There will be no price escalation for 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
- i. All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- j. All deliverables to be supplied as per tender requirements provided in the tender.
- k. All prices should be in Indian Rupee (INR) only. Bank will deduct applicable TDS, if any, as per the law of the land.
- l. The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.

Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Seal of Bidder

## 21 Annexure 16 – Performance Guarantee

### BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To,  
Chief Digital Officer (CDO),  
Bank of Baroda,  
6<sup>th</sup> Floor, Baroda Sun Tower, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051

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

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. \_\_\_\_\_ Dated \_\_\_\_\_ for \_\_\_\_\_ (hereinafter referred to as "RFP"), the bidder is required to furnish a Performance Bank Guarantee issued by a 2. Scheduled Bank in India in your favour for Rs \_\_\_\_\_/- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

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

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

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

1. We \_\_\_\_\_ do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

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

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

- Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
  11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
  12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the bidder shall have no claim against us for making such payment.
  13. Notwithstanding anything contained herein above:
    - a. our liability under this Guarantee shall not exceed Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only)
    - b. this Bank Guarantee shall be valid and remain in force up to and including the date \_\_\_\_\_ and
    - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
  14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

For and on behalf of

Branch Manager

Seal and Address

## 22 Annexure 17 – Integrity Pact

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

#### 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 provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051 (hereinafter referred to as "**BOB**"; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns); and.....hereinafter referred to as "The Bidder /Bidder"

#### Preamble

BOB is a one of the nationalized PSU Bank having its presence through its number of branches and \_\_\_\_\_ administrative offices throughout India and \_\_\_\_\_ overseas territories. BOB is committed to fair and transparent procedure in appointing of its outsource service providers.

The BOB intends to appoint/ select, under laid down organizational procedures, contract/ s for..... The BOB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Bidder(s).

In order to achieve these goals, the BOB will appoint Independent External Monitors (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1 - Commitments of BOB

1. The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the BOB, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
  - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.

2. If the BOB obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the BOB will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- a. The Bidder(s) / Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- b. The Bidder(s) / Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- c. The Bidder(s) / Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- d. The Bidder(s)/ Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e. The Bidder(s) / Bidders(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) / Bidders(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Bidder(s). 6-7}
- f. The Bidder(s) / Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- g. Bidder(s) / Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

3. The Bidder(s) / Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s) /Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s)/Bidder(s) from the tender process or take action as per law in force (page nos. 8-17).

### **Section 4 - Compensation for Damages**

- (1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section the BOB shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

- (3) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (4) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

### **Section 6 - Equal treatment of all Bidders I Bidders I SubBidders**

- (5) In case of Sub-contracting, the Principal Bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Bidder.
- (6) The BOB will enter into agreements with identical conditions as this one with all Bidders and Bidders.
- (7) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Bidder(s) / Bidder(s) /SubBidder(s)**

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

### **Section 8 - Independent External Monitor**

- (1) The BOB has appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Mr. Harishwar Dayal dayalagra@gmail.com appointed competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would

- have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Bidders as confidential.
- (3) The Bidder(s) / Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Bidders.
  - (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Bidder(s) / Sub-Bidder(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
  - (5) The BOB will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the BOB and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
  - (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the BOB and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
  - (7) The Monitor will submit a written report to the BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
  - (8) If the Monitor has reported to the BOB, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
  - (9) The word 'Monitor' would include both singular and plural.

#### Section 9 Facilitation of Investigation

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

Section 10 - contract has been awarded. Any violation of the same would entail disqualification of the Pact Duration.

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by BOB.

#### Section 11 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is



the Corporate Office of the BOB, i.e. Mumbai.

- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & On behalf of the BOB)

\_\_\_\_\_  
(For & On behalf of Bidder/  
Bidder)

(Office Seal)

(Office Seal)

Place -----•

Date -----

Witness 1:

(Name & Address) \_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

## 23 Annexure 18 – Letter of Undertaking from OEM on Cloud Security and compliance

(Applicable only in case of Cloud based solution)

**(This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized signatory)**

To,  
Chief Digital Officer (CDO),  
Bank of Baroda,  
6<sup>th</sup> Floor, Baroda Sun Tower, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051

Sir,

We ..... (Name of the OEM / OSD) who are established and reputable manufacturers / developers of ..... do hereby undertake the following:

1. The proposed solution is complying with the Information security policy of the Bank for the applicable solution requirements mentioned in RFP.
2. The solution will be offered at dedicated environment to have better control over Bank's data due to compliance / security related aspects.
3. The solution conforms to the following industry level certifications:
  - i. ISO 27001:2013
  - ii. ISO 27018
  - iii. SOC 2
  - iv. SSAE/SOC

4. We ..... (Name of the OEM / OSD) who is responsible for:

- i. Data and application privacy and confidentiality
- ii. System and software access control and administration
- iii. Custodial responsibilities for data and other information assets
- iv. Physical Security of the facilities where the Bank's data resides
- v. Physical and logical separation from other customers
- vi. Defining and following Incident response and reporting procedures
- vii. Complying with the Password Policy of the Bank
- viii. Complying with the Data Encryption / Protection requirement of the Bank
- ix. Integration with Single Sign on / Single Sign on Capabilities inbuilt

We hereby attach our response against the various requirement of Bank as follows.

Sr. No.	Subject	OEM Response - Compliance [Yes/No] if any Remarks
1.	<b>Right to Audit:</b> Service Provider should provide right to audit as similar to what Bank is having with other shared data centers in India. Bank must have "Rights to Audit" the SP's compliance with the agreement including rights of access to the SP's premises where relevant records and Bank's data is being held. It also include audit rights for the Bank or its appointed auditor (nominee) or regulators as an integral clause in the service agreement.	
2.	<b>Data and Information Security:</b> SP to ensure following <ul style="list-style-type: none"> <li>▪ Data integrity management.</li> <li>▪ To provide full disclosure regarding security practices and procedures as stated in their SLAs</li> <li>▪ Specific identification of all controls used during the data lifecycle.</li> </ul>	

	<ul style="list-style-type: none"> <li>▪ To maintain a fundamental philosophy of knowing where Bank's data (Logical/Physical)</li> <li>▪ To determine who should access the data, what their rights and privileges are, and under what conditions these access rights are provided and maintain a "Default Deny All" policy</li> <li>▪ To define and identify the data classification. SP to enforce the Bank's access requirements based on data classification.</li> <li>▪ To encrypt data at rest and encrypt data in transit.</li> <li>▪ To share what compartmentalization techniques are employed to isolate Bank data from other customer's data</li> <li>▪ Sharing of encryption management with Bank on multi-tenant storage.</li> <li>▪ To comply with data retention and destruction schedules/Policy provided by Bank, SP to certify on Bank's request destroying all data at all locations including slack in data structures and on the media. The Bank will have right to audit this practice.</li> <li>▪ Understand the logical segregation of information and protective controls implemented.</li> <li>▪ Understand Cloud provider policies and processes for data retention and destruction and how they compare with internal organizational policy.</li> <li>▪ Perform regular backup and recovery tests to assure that logical segregation and controls are effective.</li> <li>▪ Ensure that Cloud provider personnel controls are in place to provide a logical segregation of duties.</li> <li>▪ To provide Forensic Investigation Support as and when required by the Bank.</li> <li>▪ To comply with Bank's RTO/RPO requirement and retention policy.</li> <li>▪ In case of cloud-based solution, the services will be provided only through Data Centers located in India.</li> <li>▪ In case of cloud-based Solution no customer sensitive information or PII information will be saved or transferred to cloud.</li> </ul>	
3.	<p><b>Application and Process Security:</b></p> <ul style="list-style-type: none"> <li>▪ SP application should meet the requirements for zoning security and prevent direct access from the user interface layers to the database layers. The application needs to follow a multi-tier deployment model to achieve this.</li> <li>▪ The SP application should conform to Open Web Application Security project guidelines on web application security, including protection against SQL injection, cross-site scripting, data validation for special characters etc.</li> <li>▪ The application should conform to applicable security guidelines from relevant standards. E.g. ISO/IEC 27017, ISO/IEC 20018.</li> <li>▪ The application executable files and the source code need to be secured from unauthorized access and</li> </ul>	

	<p>possible theft.</p> <ul style="list-style-type: none"> <li>▪ If the application is deployed on the Cloud using native multi-tenancy features offered by the application, privacy of data across tenants or entities needs to be ensured through appropriate access control mechanisms</li> <li>▪ Application should clearly log business errors and technical errors separately to support separation of duties between business users and data Center operator.</li> <li>▪ User access to sensitive data needs to be controlled</li> <li>▪ SP to comply with Bank's password management policy.</li> <li>▪ Features like session timeouts and restricting logins to office hours should be implemented to enhance security</li> <li>▪ The application should clear sensitive data like passwords from memory immediately after it is processed.</li> <li>▪ Application level support for definition of users, roles, and exception management functions is to be ensured</li> </ul>	
4.	<p><b>Integration with external applications:</b></p> <ul style="list-style-type: none"> <li>▪ Application needs to have well defined APIs and application needs to ensure that only authorized application can invoke such APIs.</li> <li>▪ The application must have extensive audits to log all transactions and important non transactional activities. The application needs to implement <ul style="list-style-type: none"> <li>▪ maker-checker principle for activities like important business parameter updates.</li> </ul> </li> <li>▪ The application should provide a mechanism to purge old data (after archival if required) while maintaining transactional integrity.</li> <li>▪ The application should provide a mechanism for Real Time purging while maintaining transactional integrity.</li> <li>▪ The application needs to provide a documented mechanism, preferably a tool for application monitoring.</li> <li>▪ The application needs to provide a documented mechanism, preferably a tool for reporting important errors and taking automated actions.</li> </ul>	
5.	<p><b>IT Infrastructure Security of public cloud consist monitoring as under:</b></p> <ul style="list-style-type: none"> <li>▪ Virtual environment security: It includes resource allocation, hardening of OS, VM image encryption, VM monitoring, USB disabling on VMs, VM should be kept on dedicated partition and IP addresses should not be shared.</li> <li>▪ Encryption and Key Management: Depending on sensitivity data is to be encrypted, transport layer encryption is to be ensured using SSL, VPN Gateway, SSH and TLS encryption. End-to-end process for managing and protecting encryption keys to be</li> </ul>	

	<p>established and documented. Compliance is to be ensured in ongoing basis.</p> <ul style="list-style-type: none"> <li>Monitoring: Devices should be integrated with SBSOC for continuous monitoring for access monitoring, threat monitoring, audit logging, system usage monitoring, protection of log information, administrator and operator log monitoring, fault log monitoring.</li> </ul>	
6.	<p><b>Physical and Logical Security:</b></p> <ul style="list-style-type: none"> <li>The SP infrastructure including servers, routers, storage devices, power supplies, and other components that support operations, should be physically secured. Safeguards include the adequate control and monitoring of physical access using biometric access control measures and closed circuit television (CCTV) monitoring.</li> <li>A security plan for the physical environment should be implemented. Bank should have audit rights on complete physical setup. Data should be have relevant standard certifications and accreditation.</li> </ul>	
7.	<p><b>Logical Security:</b></p> <p>In a SP environment where business critical data and information systems are coexisting at multiple places, logical security has a very important role in securing the data. To manage logical access Bank should design access using username, password, OTP, RSA Token, Biometric Authentication, etc.</p>	
8.	<p><b>Legal Issues:</b></p> <p>There are various laws like Information Technology Act, Data Privacy Act, Data Retention Directive, E-Privacy Directive, E-Commerce Directive, will be applicable to SP providers and also the customers of the Cloud service. Compliance with Indian data privacy law is expected at all times. It will be mandatory to protect the data privacy as per this law. SP should comply with such laws.</p>	
9.	<p><b>Operational Security:</b></p> <p>In view of operational security concerns like BCP, DRP, SLA etc., SP need to submit various reports as required by the Bank, time to time for internal or regulatory reporting purposes.</p>	
10.	<p><b>Miscellaneous:</b></p> <p>SP to ensure the following requirements are met</p> <ul style="list-style-type: none"> <li>Compliance with Information Security of the Bank as applicable on relevant aspects</li> </ul> <p>Incident management, business continuity and disaster recovery policies, and processes and procedures of service provider (SP) and should include reviews of collocation and back-up facilities.</p>	
11	<p><b>Government requests for audits, compliance etc.</b></p> <p>In case, if a government demand is received for any data, the below mentioned process has to be followed:</p>	

	<ul style="list-style-type: none"><li>▪ Disclose customer data when legally required and only after attempting to redirect the request to the customer</li></ul> Resist government demands that are invalid Prior written permission needs to be taken from the Bank for all such requests.	
--	---	--

Authorized  
Signatory  
Name:

Designation:

Vendor's Corporate Name

## 24 Annexure 19 – APIs & Services

As a part of bid submission, Bidder will submit list of all the API's and services. Bidder is also be required to provide the cost of each service separately. The indicative list of services includes, but not limited to the following. Bidder will also be required to provide all the additional services that will be required to enable the digital co-lending journey apart from the mentioned below.

S.No	API	Services	Bidder to provide (Yes/ No)
1.	Co-Lending Platform and CBS	i. Services for Customer Dedupe	
		ii. Services for Account Health Check	
		iii. Services for KYC Compliance Check	
		iv. Services for Customer ID Creation	
		v. Services for Loans Account Creation	
		vi. Services for Generation of Repayment Schedule	
		vii. Services for Actual Demand Push	
		viii. Services for Account Details	
		ix. Services for Transaction history	
		x. Services for Account statement	
2.	Co-Lending Platform & Escrow Mechanism (Collection and disbursement) and	i. Services for Virtual loan account creation	
		ii. Services for disbursement in escrow a/c and auto-sweep transfer to NBFC/borrower	
		iii. Services for pulling the Batch file for receipt of amount in Escrow against virtual accounts	
		iv. Services for Transaction Instructions with fund split details via batch file	
		v. Services for fund transfer from Escrow to Loan account of the borrower and NBFC account	
		vi. Services for Intimation to the Co-Lending Platform for the payment details received by Escrow from CBS	
		vii. Services to Receive details/batch file on the transfer of money from Escrow to borrower and NBFC accounts	
3.	Co-Lending Platform and DMS	i. Services for Storage and retrieval of documents with their associated indexing	

		ii. Services to Share the DMS document link with Parking branch once the Lead is sent to the Parking branch	
4.	Co-Lending Platform and SMS / Email Server	i. In case of Forgot password be auto e-mail be sent to users registered e-mail id	
		ii. Services for auto escalation e-mail for TAT delay	
		iii. Services for Sharing Customer details including Sanction and Disbursement details with the Bank's Parking Branch	
		iv. Services for Sharing intimation to NBFC and Escrow for stage changes for the Leads	
5.	Co-Lending Platform and multiple NBFC LOS platforms	i. Services to Receive Leads from the NBFC LOS Platforms	
		ii. Services to Receive Documents from the NBFC LOS Platforms and tag them with the respective leads	
		iii. Services to Send discrepancies to the NBFC LOS platform	
		iv. Services to Receive clarifications or documents as a response to the discrepancy from the NBFC LOS platform	
		v. Services for Sharing the Repayment Schedule	
		vi. Services for Sharing the Loan ID, Application IDs, Virtual Loan Account Numbers, Escrow Payment Status	
		vii. Services for Intimation about the actual demand generated in the Loan Account	
		viii. Services for Intimation on Lead Sanction and Disbursement	



## 25 Annexure 20 – Credentials

As a part of bid submission, the Bidder shall submit the details of the past/ current relevant implementations, clients, team credentials, etc. in the format provided below:

S. No.	Client Name	Scope of Work	Current Status (Live/ UAT Signed off/ Under Implementation)	Date of Implementation/ UAT Sign Off	Current Status (Go-Live/ UAT Signed off/ Under Implementation)	Date of Implementation / Go-Live / UAT Sign Off	Client SPOC Designation, Name, Contact Details – (Number & address)

Product specific implementations to be provided in the below format:

Product Type	Number of Implementations	Client Name	Current Status (Live/UAT Signed off/Under Implementation)	Date of Implementation/ UAT Sign Off
Co-Lending Platform				

### Note:

Purpose of these conversations will be to validate and confirm the capabilities of the bidder in areas relevant to the RFP as deemed fit by the Bank.

This will include (but is not limited to) validation of functional, technical, project management, timelines, Appetite for innovation (IP/ Assets/ Accelerators), openness in solving problems, implementation capabilities and other service delivery capabilities of the bidder.

## 26 Annexure 21 – Bill of Material

The bidder will be required to provide the details related to License, Database, Infrastructure BOM and resource distribution in the format mentioned in the subsequent sub-sections. All claims for functional / technical delivery made by the Bidders in their responses to the RFP shall be assumed as deliverable, within the quoted financials. The bidder will be required to provide the details for the cost in the Annexure 15, based on the infrastructure details mentioned below.

The bidder shall provision 3 environments viz., SIT, UAT & Production.

Bidder shall provide detailed infra configurations to BoB team and work with them to ensure that the configurations are implemented. Any error / bugs arising out of the erroneous configurations provided, will be the sole liability and responsibility of the bidder. In case any additional applications are required, bidder shall include the cost in BOM.

### 26.1 License Bill of Material (BOM)

The Bidder shall provide License Bill of Material in following format. The below list shall be exhaustive. The Bidder has to include all infrastructure, license components required for the application. The components not mentioned in the BOM will have to be procured by the Bidder and can be grounds for disqualification. The Bidder shall provide the infrastructure details for Co-Lending Application as well as the Middleware.

#### 26.1.1 Software License Bill of Material (BOM)

S.No.	Component (Cloud / Middleware)	Environment (UAT, SIT, Production, DR)	License Type	License Metric	License Number
	Web				
	Application				
	Database				
	Others				

### 26.1.2 For Cloud Infrastructure

The bidder shall provide Bill of Material for all infrastructure in the following format

#### Year 1

S.No	Component Name	Environment (UAT, SIT, Production, DR)	Server Type	Cluster / Node	Physical Cores	Virtual Cores	OS	RAM	Storage (TB)
1	Web	IIS / Tomcat Apache / Weblogic / IBM WAS, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
2	Application	IIS / Tomcat Apache / Weblogic / IBM WAS, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
3	Database	MySQL, Oracle, MS SQL, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
4	Others			Nos:	Nos: GHz:				

**Year 2**

S.No	Component Name	Environment (UAT, SIT, Production, DR)	Server Type	Cluster / Node	Physical Cores	Virtual Cores	OS	RAM	Storage (TB)
5	Web	IIS / Tomcat Apache / Weblogic / IBM WAS, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
6	Application	IIS / Tomcat Apache / Weblogic / IBM WAS, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
7	Database	MySQL, Oracle, MS SQL, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
8	Others			Nos:	Nos: GHz:				

**Year 3**

S.No	Component Name	Environment (UAT, SIT, Production, DR)	Server Type	Cluster / Node	Physical Cores	Virtual Cores	OS	RAM	Storage (TB)
9	Web	IIS / Tomcat Apache / Weblogic / IBM WAS, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		

S.No	Component Name	Environment (UAT, SIT, Production, DR)	Server Type	Cluster / Node	Physical Cores	Virtual Cores	OS	RAM	Storage (TB)
10	Application	IIS / Tomcat Apache / Weblogic / IBM WAS, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
11	Database	MySQL, Oracle, MS SQL, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
12	Others			Nos:	Nos: GHz:				

#### Year 4

S.No	Component Name	Environment (UAT, SIT, Production, DR)	Server Type	Cluster / Node	Physical Cores	Virtual Cores	OS	RAM	Storage (TB)
13	Web	IIS / Tomcat Apache / Weblogic / IBM WAS, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
14	Application	IIS / Tomcat Apache / Weblogic / IBM WAS, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
15	Database	MySQL, Oracle, MS SQL, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		

S.No .	Component Name	Environment (UAT, SIT, Production, DR)	Server Type	Cluster / Node	Physical Cores	Virtual Cores	OS	RAM	Storage (TB)
16	Others			Nos:	Nos: GHz:				

### Year 5

S.No .	Component Name	Environment (UAT, SIT, Production, DR)	Server Type	Cluster / Node	Physical Cores	Virtual Cores	OS	RAM	Storage (TB)
17	Web	IIS / Tomcat Apache / Weblogic / IBM WAS, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
18	Application	IIS / Tomcat Apache / Weblogic / IBM WAS, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
19	Database	MySQL, Oracle, MS SQL, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
20	Others			Nos:	Nos: GHz:				

Note:

1 The cost should be masked when this Annexure is submitted as part of the Technical Bid.

26.1.3 For Middleware

The bidder shall provide Bill of Material for Middleware in the following format – Middleware (at Bank’s DC & DR)

S.No.	Component Name	Environment (UAT, SIT, Production, DR)	Server Type	Cluster / Node	Physical Cores	Virtual Cores	OS	RAM	Storage (TB)
1	Web	IIS / Tomcat Apache / Weblogic / IBM WAS, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
2	Application	IIS / Tomcat Apache / Weblogic / IBM WAS, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
3	Database	MySQL, Oracle, MS SQL, etc.	Single / Virtual	Nos:	Nos: GHz:		Windows / RHL		
4	Others			Nos:	Nos: GHz:				

Note:

- 1 Bidder to provide the configuration requirement and Bank will provide the Middleware.

## 26.2 Resource Distribution Structure

As a part of bid submission, the Bidder shall submit the details of the team that will be on-boarded for executing the project, in the format provided below:

Bidder will provide named resources to be deployed in the engagement as per the below table, and the proposed names should not be changed without prior consent of the Bank for the entire duration of the engagement. The Bidder can add additional rows to accommodate named resources and their respective roles.

Project Phase→	Resource Type	Qualification	Experience (years)	Name	Requirement Gathering	Implementation	QA	Maintenance & Support
Project ↓	Utilization (%)							
Implementation & Deployment	Project Manager	Postgraduate in relevant area, preferably MBA	10 years of experience in IT Project Management and executed at least two projects with similar scope and complexity as Project Manager in BFSI/Large MNC, preferably IT, globally or in India.					
	Solution Architect	B.E/B.Tech/ MCA	7 years of experience as solution architecture with minimum 3 years in the kind of proposed solution in major BFSI/MNCs.					
	Developer	B Tech/BE /MCA	7 years of working experience in the related technologies with minimum 3 years of experience as a technical lead in the kind of proposed solution in major BFSI/MNCs.					
	Business Analyst	B Tech/BE Preferably MBA	5 years of working experience as business analyst with minimum 2 years in the kind of proposed solution in major BFSI/MNCs					
	Test Engineer	B Tech/BE /MCA	5 years of working experience in the related technologies with minimum 2 years in the kind of proposed solution in major BFSI/MNCs					
	UI/UX Specialist	Graduate in the relevant areas	7 years of working experience in the related technologies with minimum 2 years in the kind of proposed solution in major BFSI/MNCs					



Project Phase→	Resource Type	Qualification	Experience (years)	Name	Requirement Gathering	Implementation	QA	Maintenance & Support
Project ↓	Utilization (%)							
Support	L1 Support Engineer	Graduate in relevant area	2 years of working experience as support engineer					
	L2 Support Engineer	Graduate in relevant area	3-4 years of working experience as support engineer					
	L3 Support Engineer	B Tech/BE /MCA	4-5 years of working experience as a support engineer. Preferable 1 years in the kind of proposed solution in major BFSI/MNCs					

## 27 Annexure 22 – Bidder’s Checklist

Below is the indicative checklist that the bidder shall provide as a part of bid submission.

Sr. No	Items	Provided Yes/No
1	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	
2	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank	
3	Annexure 2: Eligibility Criteria	
4	Annexure 3: Bid Fees Letter	
5	Annexure 4: Bid Security/ Earnest Money Deposit (EMD) Letter	
6	Annexure 5: Bid Security Form	
7	Annexure 6: Undertaking from the Bidder	
8	Annexure 7: Pre-Bid Queries Form	
9	Annexure 8: Conformity Letter	
10	Annexure 9: Undertaking of Information Security	
11	Annexure 11: Functional and Technical Compliance Sheet	
12	Annexure 14: Masked price bid	
13	Annexure 15: Commercial Bid	
14	Annexure 16: Performance Guarantee	
15	Annexure 17: Integrity Pact	
16	Annexure 18: Letter of Undertaking from OEM on Cloud Security and compliance	
17	Annexure 19: APIs & Services	
18	Annexure 20: Credentials	
19	Annexure 21: Bill of Material	
20	Annexure 23: Commercial Proposal	
21	Annexure 24: Declaration / undertaking from bidder (Border Clause)	
22	Annexure 26: Information and Cyber Security Conformity	
23	Annexure 27Annexure 27: Middleware – Data Compliance	

Sr. No	Items	Provided Yes/No
24	Annexure 28: Cloud Compliance	
25	Annexure 29 - Information Security compliance	

## 28 Annexure 23 - COMMERCIAL PROPOSAL

(To be superscribed as “COMMERCIAL PROPOSAL”)

### **Financial Proposal Submission form (On bidder’s Letter Head)**

(Location, Date)

To \_\_\_\_\_ Bank of Baroda

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Dear Sir

We, the undersigned, offer to undertake the assignment to Design and Roll-out of a New Operating Model and New Ways of Working in accordance with your Request for Proposal dated XX<sup>th</sup> Month 2021 and our Technical Proposal. Our attached Financial Proposals for undertaking the entire project, as per the scope defined in the RFP (No. BCC:DIGITAL:DPPG:113:11) is for the sum of:

A. [Insert amount(s) in words and figures]\*

This amount is inclusive of all prices viz., **Total professional fees (INR) excluding applicable taxes and including all else.**

B. Total Manpower proposed to be deployed by the Bidder for the Project:

C. Man-month rate:  $\{(A) / (B)\} / 12$

*\*: Quote to be considered for the Commercial scoring*

We hereby confirm that the financial proposals are unconditional, and we acknowledge that any conditions attached to financial proposal shall result in rejection of our financial proposals.

We confirm that Specific project deliverable as well as the payment schedule will be finalized with the successful advisory Firm based on the detailed methodology with mapping of activities, milestones, deliverables and team deployment.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of the Proposal, i.e. till 180 days from the last date of submission of the proposal.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Entity:

Address:

**29 Annexure 24 – Declaration / undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 issued by Ministry of finance department of expenditure**

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

To,  
Chief Digital Officer (CDO),  
Bank of Baroda,  
6<sup>th</sup> Floor, Baroda Sun Tower, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051

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 23<sup>rd</sup> 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.....by .....20

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. ....

such dispute or difference shall be taken up by either party for its resolution through AMRCD.

### 30 Annexure 25 – High Level Architecture Review Guidelines

#### A. Performance:

- I. The performance of the application level to the end users defined for various types of transactions. Technical service level parameters defined and mentioned in what conditions they are valid. The service provider bound with a detailed SLA for performance parameters.
- II. For various types of transactions, the drop-out scenarios and their handling defined. Reconciliation mechanism to identify the impact of drop-out transactions and taking appropriate measures. Business flows from frontend to backend and their fulfillment defined and enumerated. Validate volume assumptions as it has cost implications. Availability of any compliance reports, as per the business requirement.

#### B. Maintainability:

- I. Application components supported for the project/ product lifecycle. All necessary upgrades, patches, vulnerability fixes, bug fixes supplied during the lifecycle.

#### C. Reliability/Availability:

- I. The design has redundancy at component level both from the infrastructure and the instances standpoint. Failure of one component does not result in the outage of application. Single point of failure, if any, identified clearly brought and covered in Business Impact Analysis.
- II. Data loss scenario, if any identified and addressed with business stake holders.
- III. The vendor responsible for running the application on a stack which is not out of support or is running with a known vulnerability.

#### D. Network:

- I. The application network controls in compliance with the IS policy of the Bank. Any third part dependence, as there may be number FinTech partners involved, documented and responsibilities, SLAs fixed. Flow and residency of data with such partners in accordance with the Information Security Policy of the bank.

#### E. Scalability:

- I. The application meets the projected throughput requirements of the business. Also, horizontal scalability possible at all layers.

#### F. Modifiability

- I. System offers high degree of modifiability and the flexibility with which the system adapts to any future changes. Product configuration as against customization.

#### G. Modularity

- II. Architecture is modular to a large possible extent.
- III. System components may be separated and recombined, with the benefit of flexibility and variety in use.

#### H. Interoperability

- I. System interfaces Interoperable with an ability to readily connect and exchange information with other internal /external systems/applications/components, in either



implementation or access, without restriction following all access control and security requirements. Largely based upon open standards for data exchange.

I. Internal & External Compliance requirements

- I. IT architecture should assure adherence to the rules, regulations, and best practices as defined by internal policies, and external compliance which is the practice of following the laws, guidelines, and regulations imposed by the regulator and government.

### 31 Annexure 26 – Information and Cyber Security Conformity

(to be given by all the Bidders participating in the RFP on their official letterheads)

To,  
Chief Digital Officer (CDO),  
Bank of Baroda,  
6<sup>th</sup> Floor, Baroda Sun Tower, Bandra Kurla Complex,  
Bandra (E), Mumbai 400 051

Sir,

**Sub:** Request for Proposal – Selection of service provider for procurement, implementation & maintenance of a digital co-lending platform for all lending products and services

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

#### 1. Preventing access of unauthorized software

We have put in place a mechanism to control installation of software/applications on endpoints. Also, put in place a mechanism to block/prevent and identify installation and running of unauthorized software/applications on such devices/systems.

We continuously monitor the release of patches by various vendors / Original Equipment Manufacturers (OEMs) – hardware (Network and Systems), OS, DB, Middleware and other systems/software/applications, advisories issued by CERT-In and other similar agencies and expeditiously apply the security patches as per the patch management policy. If a patch/series of patches is/are released by the OEM/manufacture/vendor for protection against well-known/well publicized/reported attacks exploiting the vulnerability patched, we have a mechanism to apply them expeditiously following an emergency patch management process.

We have a clearly defined framework including requirements justifying the exception(s), duration of exception(s), process of granting exceptions, and authority for approving, authority for review of exceptions granted on a periodic basis by officer(s)/Executive(s) preferably at senior levels who are well equipped to understand the business and technical context of the exception(s).

#### 2. Environmental Controls

We have put in place appropriate controls for securing the physical location of critical assets, providing protection from natural and man-made threats.

We have put in place mechanisms for monitoring of breaches/compromises of environmental controls relating to temperature, water, smoke, access alarms, and service availability alerts (power supply, telecommunication, and servers), access logs, etc.

### 3. Network Management and Security

We prepare and maintain an up-to-date network architecture diagram at the organization level including wired/wireless networks.

We maintain an up-to-date/centralized inventory of authorized devices connected to our network (within/outside our premises) and authorized devices enabling our network. We may consider implementing solutions to automate network discovery and management.

We have mechanisms to identify authorized hardware / mobile devices like laptops, mobile phones, tablets, etc. and ensure that they are provided connectivity only when they meet the security requirements prescribed by us.

We ensure that all the network devices are configured appropriately and periodically assessed to ensure that such configurations are securely maintained.

We ensure that the default passwords of all the network devices/systems should be changed after installation.

We ensure that the infrastructure should be designed with adequate network separation controls.

We have mechanism to automatically identify unauthorized device connections to our network and block such connections.

We have boundary defences should be multi-layered with properly configured firewalls, proxies, De-Militarized Zone (DMZ) perimeter networks, and network-based IPS and IDS. Mechanism to filter both inbound and outbound traffic must be put in place.

We establish Standard Operating Procedures (SOP) for all major IT activities including for connecting devices to the network.

We have put in place mechanism to detect and remedy any unusual activities in systems, servers, network devices and endpoints.

We ensure that firewall rules shall be defined to block unidentified outbound connections, reverse TCP shells and other potential backdoor connections.

### 4. Secure Configuration

We document and apply baseline security requirements/configurations to all categories of devices (end-points/workstations, mobile devices, operating systems, databases, applications, network devices, security devices, security systems, etc.), throughout the lifecycle (from conception to deployment) and carry out reviews periodically,

We periodically evaluate the configuration of all such devices (such as firewall, network switches, security devices, etc.) and patch levels for all systems in our IT ecosystem.

We disable remote connections from outside machines to the network hosting the Infrastructure viz. ATM Switch, etc.

We ensure the software integrity of the related applications.

## 5. Application Security Life Cycle (ASLC)

We incorporate/ensure information security across all stages of application life cycle.

We ensure secure coding practices must be implemented for internally /collaboratively developed applications.

We ensure that the development/test and production environments are properly segregated. The data used for development and testing is appropriately masked.

We ensure that Software/Application development approach should be based on threat modelling, incorporate secure coding principles, security testing (based on global standards) and secure rollout.

We ensure that adoption of new technologies is adequately evaluated for existing/evolving security threats and that our IT/security team achieve reasonable level of comfort and maturity with such technologies before introducing in the IT ecosystem.

We shall certify any new products, updates, upgrades as having been developed following secure coding practices. The application architecture shall be tested to safeguard the confidentiality and integrity of data being stored, processed and transmitted. An assurance to this effect shall be shared with the bank/RBI as and when requested.

In respect of critical business applications, we shall conduct source code audits by professionally competent personnel/service providers who are CERT-IN Empaneled Auditor. Such certificates will be provided to Bank annually and for any major change(s) deployment. They shall provide assurance to the bank that the application is free from embedded malicious/fraudulent code.

We shall ensure that their software/application development practices address common vulnerabilities highlighted in baselines such as Open Web Application Security Project (OWASP) proactively and adopt the principle of defence-in-depth to provide layered security mechanism.

## 6. Patch Vulnerability and Change Management

We follow a documented risk-based strategy for inventorying IT components that need to be patched, identification of patches and applying patches so as to minimize the number of vulnerable systems and the time window of vulnerability/exposure.

We ensure changes to business applications, supporting technology, service components and facilities should be managed using robust configuration management processes that ensure integrity of any changes thereto.

We periodically conduct Application security testing of web/mobile applications throughout their lifecycle (pre-implementation, post implementation, after changes) in an environment closely resembling or a replica of the production environment.

As a threat mitigation strategy, we identify the root cause of incident and apply necessary patches to plug the vulnerabilities.

We periodically evaluate the access device configurations and patch levels to ensure that all access points, nodes between (i) different VLANs in the Data Centre (ii) LAN/WAN interfaces (iii) network to external network and interconnections with partner, vendor and service provider networks are securely configured.

We have a robust change management process in place to record/ monitor all the changes that are moved/ pushed into the production environment. Such a change management process must clearly mention the test cases, chain of approving authority for the particular change, deployment plan and rollback plan. .

## 7. User Access Control / Management

We provide secure access to our assets/services from within/outside our network by protecting data/information at rest (e.g. using encryption, if supported by the device) and in-transit (e.g. using technologies such as VPN or other standard secure protocols, etc.)

We carefully protect access credentials such as logon user-id, authentication information and tokens, access profiles, etc. against leakage/attacks.

We implement controls to monitor and minimize invalid logon counts and deactivate dormant accounts.

We implement a centralized authentication and authorization system through an Identity and Access Management solution for accessing and administering applications, operating systems, databases, network and security devices/systems , point of connectivity (local/remote, etc.) including enforcement of strong password policy, two-factor/multi-factor authentication depending on risk assessment, securing privileged accesses following the principle of least privileges and separation of duties.

Our access to critical servers, network and security devices/systems shall be provided through Privileged User Management Systems /Identity and Access Management systems.

We monitor any abnormal change in pattern of logon.

We ensure that a mechanism to monitor the database security events, backend access to the databases shall be put in place to ensure access to the database is restricted and the activities carried out through the backend are logged and reviewed.

We ensure that Trivial and/or default passwords shall not be used.

## 8. Data Leak prevention strategy

We develop a comprehensive data loss/leakage prevention strategy to safeguard sensitive (including confidential) business and customer data/information.

This shall include protecting data processed in end point devices, data in transmission, as well as data stored in servers and other digital stores, whether online or offline.

## 9. Audit Logs

We ensure enough care is taken to capture audit logs pertaining to user actions in a system. Such arrangements should facilitate forensic auditing if need be.

We implement and periodically validate settings for capturing of appropriate logs/audit trails of each device, system software and application software, ensuring that logs include sufficient information to uniquely identify the log for example by including a date, timestamp, source addresses, destination addresses, and various other useful elements of each packet and/or event and/or transaction.

We ensure logs generation from various devices/applications/database and capturing should always be automatic and by default.

We ensure that an alert mechanism should be set to monitor any change in the log settings.

We manage and analyze audit logs in a systematic manner so as to detect, respond, understand or recover from an attack.

#### 10. Incident Response and Management

We have a mechanism/ resources to take appropriate action in case of any cyber security incident. They must have written incident response procedures including the roles of staff / outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response.

Our BCP/DR capabilities shall adequately and effectively support the cyber resilience objectives and should be so designed to enable us to recover rapidly from cyber -attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.

We are responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/service providers. We shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, to inform the bank about any cyber security incident occurring in respect of the bank on timely basis to early mitigate the risk as well as to meet extant regulatory requirements.

Any major incident/risk identified will be communicated to the Bank within 24 hrs of the incident along with the RCA and action taken report (ATR) to prevent re-occurrence of such incidents.

#### 11. Advanced Real-time Threat Defence and Management

We have build a robust defence against the installation, spread, and execution of malicious code at multiple points in the enterprise.

We implement Anti-malware, Antivirus protection including behavioral detection systems for all categories of devices - endpoints, servers (operating systems, databases, applications, etc.), Web/Internet gateways, email- gateways, Wireless networks, etc. including tools and processes for centralized management and monitoring.

#### 12. Vulnerability assessment and Penetration Test

We periodically conduct Vulnerability Assessment/ Penetration Testing (VA/PT) of applications, servers and network components, through CERT-IN Empaneled Auditors.

We shall ensure that the vulnerabilities detected are to be remedied promptly in terms of the SP's risk management/treatment framework so as to avoid exploitation of such vulnerabilities.

We shall ensure that the VAPT report(s) and compliance to its findings shall be shared with the Bank annually and Bank / Reserve Bank of India as and when requested.

### 13. Forensics

We shall have support/ arrangement for network forensics/forensic investigation/DDOS mitigation services on stand-by.

We shall have arrangement for continuous surveillance - Setting up of Cyber Security Operation Center (C-SOC)

We shall ensure constant and continuous monitoring of the environment using appropriate and cost-effective technology tools, clearly defined policies and procedures based on best practices and monitored by technically competent and capable manpower is essential. We are mandated that a C-SOC (Cyber Security Operations Center) be set up at the earliest, if not yet set-up. It is also essential that this Centre, among other things, ensures seamless collection of the logs relevant to the IT ecosystem, storing, processing and correlation of the logs through appropriate Security Information and Event Management (SIEM) solution for continuous surveillance and keeps itself regularly updated on the latest nature of emerging cyber threats.

### 14. Compliance with various standards

We shall comply with the relevant standards including ISO27001, PCI- DSS and PA-DSS, as applicable to the IT ecosystem.

### 15. IT Risk Management

We shall carry out Information security/ cyber security risk assessment and apply risk treatment measures on regular intervals.

We shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.

We shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

### 16. Measures for Cloud Computing

Administration of Cloud Computing environment and Application should not be with the same person to maintain segregation of duties.

For Bank a separate instance to be maintained for all major applications storing Bank's and its customers' data with masking.

Resource utilization should be monitored and additional resource provisioning should be done in a timely manner to avoid any performance and availability issues.



Network level segregation should be ensured among different server instances belonging to different applications and access to them should be granted on "need to know" and "need to do" basis through an auditable process.

Control on movement of Data should be in place to restrict movement of certain data to a location in different jurisdiction to adhere to the regulatory guidelines, if any.

Yours faithfully,

Authorized

Signatory

Name:

Designation:

Bidder's Corporate

Name Address

Email and Phone #



### 32 Annexure 27 – Middleware - Data Compliance

All the data interactions with all Bank systems are to be stored in middleware. **The table below is only an example**, bidder to provide the data interactions of the proposed solutions,

<b>OTP Generation - req &amp; res</b>	<ul style="list-style-type: none"><li>• Customer Mobile#</li></ul>
<b>OTP Validation - req &amp; res</b>	<ul style="list-style-type: none"><li>• OTP</li><li>• Account Number</li><li>• Home Branch ID</li></ul>
<b>Debit Request - req &amp; res</b>	<ul style="list-style-type: none"><li>• Amount</li><li>• Service type</li><li>• Acc number</li><li>• Mobile #</li><li>• Bank Reference # (received in response)</li></ul>
<b>Request Cancellation - req &amp; res</b>	<ul style="list-style-type: none"><li>• Debit Bank Reference # (received in response of debit request)</li><li>• Amount</li><li>• Service type</li><li>• Acc number</li><li>• Mobile #</li></ul>

### **33 Annexure 28 – Cloud Compliance**

The bidder to provide the compliance to the points below and provide responses wherever required.

1. As per Bank's guidelines, the bidder shall ensure that no external systems deployed on the cloud are connected with the CBS system directly and need to be connected through middleware. The API Server will keep necessary logs on-prem related to CBS API calls.
2. The bidder shall provide the list of services/functionalities that will be accessed by the following users on the cloud,
  - a. NBFC users
  - b. Bank users
3. The bidder shall detail the mode of data transfer between cloud and Bank's middleware as part of the solution architecture
4. The bidder shall highlight and classify the data sets to be stored on cloud.
5. The bidder shall detail the security architecture and associated measures to be deployed to protect data.

### 34 Annexure 29 - Information Security compliance

The bidder and their fintech service providers shall submit Information Security compliance for the below points:

Sr. No.	Specifications	Compliance
1	Services (attach architecture, API link dataflow, brief on the services offering)	
2	Cloud Location (DC / DR Site location – BCP / replication methods used). The Cloud services offered shall have minimum services availability for a period of 6 years, extendable in-line with Bank and Service Provider contract extension.	Cloud Location details 1. DC Address 2. DR Address
3	Applicability of Annexure 27 (cyber security measures for Service providers)	
4	Data Localization restricted to India and its confirmation from the cloud service provider to be attached	
5	Zero Data Retention Policy (Elaborate on the Purging methodology used)	
6	Encryption / Masking of customer PII data (attach brief methodology used)	
7	Ownership and management of encryption keys for APIs, data, etc. to be provided to the Bank along with related documentation	
8	Roles and responsibilities should be defined and documented regarding ownership of IT infrastructure, Application, and operational controls in cloud and at Banks Premises.	
9	Source code review of APIs and code by Third party (CERT-IN empaneled)	
10	VAPT compliance by Third party (CERT-IN empaneled)	
11	Third party sharing of data - Brief to be provided in case of any Bank's or customers' data is shared with third party	
12	Third Party Application Audit Certificate (CERT-IN empaneled)	
13	Network level encryption used – Brief to be provided	