



**REQUEST FOR PROPOSAL (RFP) FOR SUPPLY,  
IMPLEMENTATION AND SUPPORT OF ANTI-  
MONEY LAUNDERING (AML) SOLUTIONS FOR  
BANK OF BARODA SPONSORED RRBs**

Bank of Baroda  
Baroda Sun Tower  
IT Department  
C-34, G-Block  
Bandra Kurla Complex  
Bandra (East),  
Mumbai - 400 051

**12<sup>th</sup> July, 2023**

**RFP / Bid Number: GEM/2023/B/3680491**

**[A] Important Dates:**

#	Particulars	Timeline
1	RFP Issuance Date	<b>12<sup>th</sup> July, 2023</b>
2	RFP Coordinator Name, Contact details (Bank)	<ul style="list-style-type: none"> <li>Mr. Sanjay Yadav, Manager (IT)</li> <li>Contact No. - 022-6845-0836 / 0839</li> <li>Email: <a href="mailto:rfp.it.procurement@bankofbaroda.co.in">rfp.it.procurement@bankofbaroda.co.in</a></li> <li>Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, 603-604, 6th Floor, Kohinoor Square, N.C. Kelkar Marg, Dadar West, Mumbai – 400028.</li> </ul>
3	Pre-bid Meeting details	<ul style="list-style-type: none"> <li>Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on <b>19<sup>th</sup> July, 2023</b></li> <li>Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on <a href="mailto:rfp.it.procurement@bankofbaroda.com">rfp.it.procurement@bankofbaroda.com</a> before <b>19<sup>th</sup> July, 2023</b> along with pre-bid queries.</li> <li>Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above.</li> <li>Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.</li> </ul>
4	Mode of bid submission	Government e Marketplace (GeM)
5	Last Date of Submission of RFP Response (Closing Date)	<b>02:00 PM on 02<sup>nd</sup> August, 2023</b> Mode: Online (GeM Portal)
6	Eligibility and Technical Bid Opening Date	<b>02:30 PM on 02<sup>nd</sup> August, 2023</b>
7	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened.
7	Bid Security (Earnest Money Deposit)	Rs. 10,00,000/- (Ten Lakh Only)
9	Support details of Online Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436

**[B] Important Clarifications:**

Following terms are used in the document interchangeably to mean:

1. Bank, BOB means 'Bank of Baroda' RRB Means Regional Rural Bank
2. Recipient, Respondent, Bidder, service provider, means the respondent to the RFP document
3. RFP means the Request For Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Support means Support & Services to be provided as part of the Scope of Work
6. MSP means Managed Service Provider of the Bank for Data Center
7. ATP means Acceptance Test Procedure
8. ATS means Annual Technical Support
9. SLA means Service level Agreement
10. NDA means Non-Disclosure Agreement
11. DEM means Data Exchange Model
12. BOM – Bill of Material
13. SI – System Integrator
14. OSD - Original Software Developer
15. GeM – Government-e-Marketplace
16. Annual Technical Support (ATS)
17. Central Vigilance Commission (CVC)
18. One Time Cost (OTC)
19. Total Cost of Ownership (TCO)
20. EMD – Earnest Money Deposit
21. Support means Support & Services to be provided as part of the Scope of Work
22. Application Programming Interface (API)
23. NPV mean Net Present Value
24. UAT means User Acceptance Test
25. DC Means Data Centre
26. DR Means Data Recovery Centre
27. Management Information System (MIS)
28. SP means Service Provider
29. AML - Anti-Money Laundering
30. CSV – Comma Separated Values
31. DHCP – Dynamic Host configuration Protocol
32. FIPS - Federal Information Processing Standard
33. HIDS – Host-based Intrusion Detection System
34. HIPAA - Health Insurance Portability and Accountability Act
35. LCE – Log Correlation Engine
36. NIDS – Network Intrusion Detection System
37. NIPS – Network Intrusion Prevention System
38. PDF – Portable Document Format
39. SDEE – Security Device Event Exchange
40. SIEM – Security Information and Event Management
41. SNMP – Simple Network Management Protocol
42. SNPP – Simple Network Paging Protocol
43. SOX - Sarbanes-Oxley Act of 2002

**Please note:**

- 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. Bidders having Transfer of Technology (ToT) arrangement in sensitive technologies (as defined in point VIII) with an entity having beneficial ownership from land border sharing countries will also require mandatory approval of Competent Authority for participation in this bid.
- III. “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.
- IV. “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
- V. The *beneficial owner* for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

    - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
    - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing

official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VII. 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.
- VIII. For Bidders having Transfer of Technology (ToT) arrangement with entities having beneficial ownership in land border sharing countries; following seven technologies are considered as sensitive technologies:
  1. Additive Manufacturing (e.g. 3D Printing)
  2. Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
  3. Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
  4. Chemical Technologies
  5. Biotechnologies including Genetic Engineering and Biological Technologies
  6. Information and Communication Technologies
  7. Software

### **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 vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors 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. Bank of Baroda is one of the largest Public Sector Banks (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/offices overseas including branches of our subsidiaries, distributed in 15+ countries.
- 1.2. Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office 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 RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for Supply, Implementation & Support of Anti-Money Laundering (AML) Solution at Bank of Baroda sponsored RRBs.

## 2. Project overview and scope of work

- 2.1. This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a vendor for Supply, Implementation & Support of Anti-Money Laundering (AML) Solution at Bank of Baroda sponsored RRBs.
- 2.2. Bank invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure 02 and also in a position to comply with the technical requirement as mentioned in Project Scope apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.
- 2.3. The detail scope of work is mentioned in the Annexure 13. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

## 3. Contract period

The bank shall enter in to an agreement with the selected bidder for a period of five years starting from the date of Go-Live Sign-off by Bank officials. The contract will be deemed completed only when all the items and services contracted by the Bank are provided in good condition, installed, implemented, tested and accepted along with the associated documentation provided to Bank’s employees; as per the requirements of the contract executed between the Bank and the Vendor. After completion of contract period, The Bank will have the right to renegotiate these prices at the end of the contract period and Bank can extend the contract as per bank’s requirement.

## 4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure 02) 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 13, may submit their bid through GeM Portal on or before the time line stipulated in the [A] Important Dates.



Bids submitted by any other means other than bid submission in GeM Portal will not be accepted by the Bank.

## 5. Bid Security (Earnest Money Deposit)

5.1 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 in the form of Bank Guarantee (Annexure 05) of an equal amount issued by a scheduled commercial Bank (other than Bank of Baroda) located in India. This Bid-security shall be 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- BARB0BANEAS**

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 / security deposit.

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 or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
  - ▶ Fail To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
  - ▶ To comply with any other condition precedent to signing the contract specified in the RFP documents.

5.2 **Unsuccessful Bidder’s** - 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.

### **Exemption for EMD amount:**

Exemption from submission of EMD shall be given to bidders, who are Micro Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document registered under Udyam Registration and the bidders who are startups have to be recognized by Department for Promotion of Industry and Internal Trade (DPIIT) to avail the exemption. To qualify for EMD and tender cost exemption, firms

should necessarily enclose a valid copy of such registration certificate, which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSE/Startup firms which are in the process of obtaining such certificates will not be considered for EMD and Tender cost exemption.

Since RFP is being floated on GeM Portal, Bid Security related exemptions as specified in clause 4, Section xiii, Sub-section 'm' of GeM GTC are applicable as the case may be.

### **Preference to make in India initiative**

Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No.P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage 'Make in India' and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment.

Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make In India) order 2017, revision dated 16/09/2020 vide order P-45021/2/2017-PP (BE – II) dated 16-9-2020 issued by GOI.

The guidelines under PPP-MII order and subsequent revisions as mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product.

In case of two or more than two bidders complying with Preference to Make in India initiative are found technically eligible as per Technical Specifications mentioned in Annexure 13 of the RFP, then Commercial bids of only these bidders will be opened.

In case sufficient bidders complying with Preference to Make in India initiative are not found technically eligible as per Technical Specifications mentioned in Annexure 13 of the RFP, then Commercial bids of all technically eligible bidders will be opened.

## **6. Performance Guarantee**

- 6.1. 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 19 to the extent of 10% of the 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 schedule commercial bank in India only, other than Bank of Baroda.
- 6.2. In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 6.3. 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.

- 6.4. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.

## **7. Payment Terms**

Payment Terms are mentioned in Annexure 13.

## **8. Sub - Contracting:**

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.

## **9. Service Level Agreement and Non-Disclosure Agreement:**

9.1. The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure 20), which contains all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA within 45 days from the date of acceptance of Purchase Order / Letter of Intent with all three RRBs separately.

9.2. 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 successful bidder as per article 63 Works Contract of Maharashtra Stamp Act.

## **10. 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. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. 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. 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.

## **11. Termination:**

- 11.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 11.2. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.
- 11.3. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

## **12. Grievance Redressal and Dispute Resolution:**

- 12.1. 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 Chief General Manager (IT) at [cgm.it.bcc@bankofbaroda.co.in](mailto:cgm.it.bcc@bankofbaroda.co.in). It may please be noted that the grievance can be filed by only that bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP. All letters must be addressed to the following:

Chief General Manager (IT)  
Bank of Baroda, Baroda Sun Tower  
C-34, G-Block, BKC, Mumbai-51

### **Dispute Resolution:**

- 12.2. The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.
- 12.3. If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within 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.
- 12.4. If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 12.5. 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.

- 12.6. The seat and place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- 12.7. 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.

### **13. Governing Laws:**

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

### **14. Prevention of Corrupt and Fraudulent Practices:**

- 14.1. As per Central Vigilance Commission (CVC) directives, it is required that every participating bidders required to signed an integrity pact as per the annexure 18 of this RFP.
- 14.2. Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
  - ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
  - ▶ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among 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.
- 14.3. 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.
- 14.4. 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.

#### **15. Information/Cyber-Security Measures/Controls for selected SP:**

The Bidder and third party Service Provider need to provide an undertaking on their letter head as per Annexure 17 to comply with the Information and cyber security controls, on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

Service providers have to ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.

The selected SP has to abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

#### **16. Authorized Signatory:**

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

#### **17. The bid submission by related parties:**

If related parties (as defined below) submit more than one bid then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

#### **18. 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:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.

- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ▶ 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.

## **19. General Terms and conditions**

- 19.1. The RFP document is not recommendation; offer 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.
- 19.2. Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with 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.
- 19.3. For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 19.4. 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.

- 19.5. 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.
- 19.6. 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.
- 19.7. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- 19.8. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidders 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.
- 19.9. Acceptance of Terms: the bidders will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document
- 19.10. Only one submission of response to RFP by each Respondent will be permitted.
- 19.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 19.12. The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 19.13. Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 19.14. 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.
- 19.15. 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. GeM 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.

- 19.16. 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"
- 19.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 19.18. 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.
- 19.19. 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.
- 19.20. Respondents should invariably provide details of their email address (as) 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.
- 19.21. 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.
- 19.22. Bidder should submit their Eligibility Cum Technical and Commercial bids through online GeM portal.
- 19.23. All submissions, including any accompanying documents, will become the property of the Bank. The bidder 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 bidders 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
- 19.24. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 19.25. 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.

- 19.26. 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.
- 19.27. 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.
- 19.28. 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.
- 19.29. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank’s interpretation will be final.
- 19.30. 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.
- 19.31. 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.
- 19.32. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / 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.
- 19.33. By submitting a proposal, the bidder agrees to contract with the Bank within the time period prescribed by the bank. Failure on the part of the successful bidder to execute an agreement 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.
- 19.34. The terms and conditions as specified in the RFP and addendums (if any)

thereafter are final and binding on the bidders. In the event the bidders 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

19.35. 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. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the 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.

19.36. The bidder covenants and represents to the Bank the following:

- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
- ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.

19.37. The execution, delivery and performance under an Agreement by bidder:

- ▶ Will not violate or contravene any provision of its documents of incorporation;
- ▶ 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;
- ▶ 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;

19.38. 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.

19.39. 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

- 19.40. 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.
- 19.41. The Bank reserves the right to extend the dates for submission of responses to this document.
- 19.42. 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 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.
- 19.43. 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.
- 19.44. No Commitment to Accept Lowest bid or Any Tender – The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of procurements. 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
- 19.45. 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 information of the services 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.
- 19.46. 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.
- 19.47. 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.
- 19.48. The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder’s performance of obligations under this Tender shall



create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between 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.

19.49. 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.

19.50. Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics and a clause to this effect shall be included in the agreement/contract.

## **20. 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.

## **21. Disclaimer**

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

## Annexure 01 – Guidelines for submission details

Eligibility and Technical Bid envelope must contain the following (All the Documents should be signed by authorized representative of the bidder):

Section #	Section Heading	Pro-forma Given
1.	Eligibility criteria compliance with bidder comments and supporting documents	Annexure 02
2.	Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder.  Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure. (Signed / digitally signed documents from authorized representative of bidder)	Annexure 03
3.	Bid Security (Earnest Money Deposit) details from Bidder: <ul style="list-style-type: none"> <li>➤ Transaction Details need to be shared in the format mentioned under Annexure 04 if Bid Security / EMD amount paid directly through an electronic mode.</li> <li>➤ Shall be provided in the form of Bank Guarantee in lieu of Bid Security as per format mentioned under Annexure 05. Original Bank Guarantee need to be submitted to the Bank at the time of Bid opening.</li> <li>➤ Bidder need to provide a Bid Security declaration in the format mentioned under Annexure 06 in case eligible from EMD exemption.</li> </ul>	Annexure 04/05/06
4.	Letter of Undertaking from Bidder	Annexure 08
5.	Conformity Letter	Annexure 09
6.	Undertaking of Information Security	Annexure 10
7.	Letter of Undertaking from OSD	Annexure 11
8.	Letter of Undertaking from Bidder (KYE)	Annexure 12
9.	Executive Technical Summary	Bidder to provide
10.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the Compliance of all technical requirement



Section #	Section Heading	Pro-forma Given
		along with the scope mentioned in Annexure 13
11.	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 (signed /Digitally signed documents from authorized representative of bidder)
12.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid should not contain any financial information)	Annexure 15
13.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
14.	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 (To submit Board Resolution copy of authorizing official to submit the Bid)
15.	Declaration/ undertaking from bidder to comply with the Information and cyber security controls	Annexure 17
16.	Integrity pact (Dully Signed and Stamped by Authorized Signatory on proper stamp paper)	Bidder to provide detailed Annexure 18
17.	Service Level And Non-Disclosure Agreement Format Dully Signed and Sealed (without Stamp duty) from Bidder.	Annexure 20
18.	The proposed solution must comply with all the guidelines including annexures of the <b>Circular No. 20(3)/2022-CERT-In</b> ; issued by Government of India Ministry of Electronics and Information Technology (MeitY) Indian Computer Emergency Response Team (CERT-In); <b>Dated - 28 April, 2022</b> ; subject - "Directions under sub-section (6) of section 70B of the Information Technology Act, 2000 relating to information security practices, procedure, prevention, response and reporting of cyber incidents for Safe & Trusted Internet"	Letter of confirmation from the OSD.
19.	The bidder shall provide undertaking that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of	Letter of undertaking from the Bidder.

Section #	Section Heading	Pro-forma Given
	work under the project, at all cost of the service Provider / Vendor. (As per Circular No MSDE-39/12/2022-AP dated 12.09.2022 issued by Ministry of Skill Development and Entrepreneurship, GoI)	
<b>Commercial Bid should be strictly as per Commercial bid format (Annexure - 16). Any commercial bid submitted not in conformity with Annexure – 16 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.</b>		

## 1. Guidelines

### 1.1. Support Details for GeM Portal:

Support details of Online Portal facilitator	helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436
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### 1.2. Downloading of Tender Document

The tender document is uploaded / released on GeM Portal link. 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 Earnest Money Deposit (EMD) is provided as per the terms mentioned in this RFP.

### 1.3. 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.

### 1.4. Do's and Don'ts for Bidder

- ▶ Registration process for new Bidders should be completed within first week of release of tender.
- ▶ The GeM 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.
- ▶ Bidders have to prepare for submission of their bid documents online well in advance as
  - The encrypt/upload process of soft copy of the bid documents large in number to the portal may take longer time depending upon bidder's infrastructure and connectivity.

- 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 required documents -01- week in advance for timely online submission of bid.
- ▶ 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 GeM authorities well in advance.
- ▶ 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 GeM authorities.
- ▶ Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.
- ▶ Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

## Annexure 02 – Evaluation Terms

### 1. Evaluation process

A two-stage process is adopted for selection of the Service Provider:

- ▶ Stage 1 – Eligibility cum Technical bid Evaluation
- ▶ Stage 2 – Commercial Bid Evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. 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.

#### A. Eligibility cum Technical Bid Evaluation

Eligibility cum Technical Bid evaluation criterion for the bidder to qualify this stage is clearly mentioned as below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
<b>A</b>	<b>General</b>		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India at least for the last 3 years (as on RFP date).		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 2 years from the RFP date.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office		Undertaking as per Annexure 03 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed /Digitally signed documents from authorized representative of bidder & OSD)

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	Memorandum / Order and we submit the proof of registration herewith.		
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation (self-certified letter signed by authorized official of the bidder).
5	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by them.		Letter of confirmation from bidder (self-certified letter)
<b>B</b>	<b>Financial</b>		
1	<p>The Bidder must have registered average annual turnover of Rs. 15 Crores or above (from Indian Operations only) during the last three completed financial years – 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies).</p> <p><b><i>Below clause is applicable for MSE/Start-ups:</i></b></p> <p>The Bidder must have registered average annual turnover of Rs. 8 Crores or above (from Indian Operations only) during the last three completed financial years – 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies).</p> <p>* If 2021-22 Financial Statements of any bidder is unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with an undertaking letter from the bidder that</p>		<p>Audited Financial statements for the financial years 2019-20, 2020-21 and 2021-22*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p> <p>OR</p> <p>Valid certification to claim MSE/Start-up exemptions.</p>

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	<p>FY 2021-22 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 are to be submitted.</p>		
2	<p>The Bidder must be Net profit-making entity continuously for the last three years i.e., financial years –2019-20, 2020-21 and 2021-22*</p> <p><b>OR</b></p> <p>The net worth of the bidder should be positive as on RFP date and should not have eroded by more than 30% in the last three years.</p> <p>* If 2021-22 Financial Statements of any bidder is unaudited, then Financial statements for 2018-19, 2019-20 and 2020-21 will be considered, along with an undertaking letter from the bidder that FY 2021-22 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2018-19, 2019-20 and 2020-21 are to be submitted.</p>		<p>Audited Financial statements for the financial years 2019-20, 2020-21 and 2021-22*.</p> <p>Certified letter from the Chartered Accountant clearly mentioning Turnover, Net Profit and Net worth. The CA certificate in this regard should be without any riders or qualification.</p>
<b>C</b>	<b>Technical</b>		
1	If OSD is bidding directly they cannot submit another bid with any Partner / Bidder.		Letter of confirmation from OSD (self-certified letter signed by authorized official of the OSD)
2	One Bidder can bid only with one OSD and cannot submit multiple bids.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	If the bidder is an authorized partner/System Integrator of the solution, its OSD should have been in existence for a minimum period of 4 years as on 31.03.2023		Certificate of Incorporation of OEM



S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
4	If the bidder is unable to fulfil their obligation during the contract period, respective OSD shall continue support directly or through alternate arrangement for the remaining period of the contract.		Letter of undertaking from OSD (self-certified letter signed by authorized official of the OSD)
5	The bidder should have a valid ISO 9001/ ISO 27001 certification.		Copy of relevant documents
<b>D</b>	<b>Experience &amp; Support Infrastructure</b>		
1	Bidder or OSD should submit at least two Indian references of proposed solution deployment in Commercial Banks / Financial Institutions / Govt. & Private Organizations in last 4 years. Solution implemented should be live and running successfully as on date of RFP. Bidder or OSD should provide written references describing the deployment use case and BOM supplied by the OSD or bidder		Valid documentary Proof (Purchase Order along with implementation sign-off report containing details of the project)
2	The Bidder should be able to provide support and maintenance for the offered solution at Mumbai / Hyderabad as per the Bank requirement.		Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	The Bidder shall commit that their proposed solution will not reach End-of-Support in next -5- years from the last date of bid submission.		Letter of confirmation from the OSD
4	The OSD shall ensure that the solution is complied with all the regulatory guidelines of GOI / RBI and also adheres to requirements of IT Act 2000 (including amendments in IT Act 2008 and IT Act Rules, 2011) and amendments thereof from time-to-time.		Letter of confirmation from OSD (self-certified letter signed by authorized official of the OSD)

The Bank reserves the right to carry out pre-shipment inspection by evaluation team of Bank/RRBs officials, of any of the existing live installations of the Bidder referred to in the Technical Bid and or demand a demonstration of the solution proposed on a representative model in bidder's office. The Bidder should bear all the expenses (i.e.



travelling, lodging, boarding etc.) in this regard.

The Bidder fulfilling the above eligibility criteria will be eligible for Technical evaluation. Technical proposal of the bidders will be evaluated for Technical suitability as per project scope of work (Annexure 13). Proposed solution must comply with all the technical / Functional requirements as mentioned under Annexure 13.

The Bidder(s) who satisfy the above eligibility and technical evaluation criteria shall be eligible for the next phase of evaluation i.e. Commercial Evaluation.

## **B. 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 discount rate will be used @ 10%. The key considerations of the TCO would be the total payouts for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows. Accordingly the L1 (Lowest Bidder) would be arrived at. The calculation performed by the Bank in this regard is as follows:

- 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.
- The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (ATS) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.

Any component / service for which the payment is a One Time Cost the NPV cost of the equipment / service for that year will be considered and the relevant year's NPV cost will be added as part of Present Value calculation for that year. Further the payment of the OTC component / services is not recurring in nature hence the present value for that component / services will be considered in the year of purchase only and not in subsequent years.

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.

The proposal of L1 (Lowest Vendor) shall be recommended for award of contract.

## **2. Commercial Bids Terms**

- a. 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.

- b. 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.
- c. The bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation.
- d. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.
- e. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- f. 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.
- g. 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".
- h. 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.

- i. 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.
- j. 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.
- k. 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. Price Comparisons**

- a. The successful bidder will be determined on the basis of bids evaluation terms as defined under this RFP document.
- b. 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.
- c. 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, GST etc. The Bidder is expected to provide the GST amount separately in the commercial bid format. There will be no price escalation for during the contract period and any extension thereof.
  - ▶ 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.

- d. The Bidder must provide and quote for the required product and services as desired by the Bank as mentioned in this RFP. Any product or services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

### Annexure 03 – Declaration / undertaking from bidder

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

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

To

Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

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

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 and subsequent addendum dated 02<sup>nd</sup> July 2022 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 / ToT arrangement in sensitive technologies with an entity having beneficial ownership from 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 / ToT arrangement in sensitive technologies with an entity having beneficial ownership from a country which shares a land border with India 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.]”

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 fulfill 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 or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder'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)





## Annexure 04 – Bid Security letter (Earnest Money Deposit)

*(Bidder need to provide the Transaction Details of Bid Security (EMD) (in case paid through electronic mode)*

To  
Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

### **Sub: Request for proposal for Supply, Implementation & Support of Anti-Money Laundering (AML) Solutions for Bank of Baroda sponsored RRBs.**

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

**Amount:** Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only)

**Mode:** Online Transfer/Bank Guarantee

**Payment Type:** RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer)/ /Bank Guarantee

**UTR / Txn ref. No.** \_\_\_\_\_

**Txn Date:** \_\_\_\_\_

**Remitting Bank:** \_\_\_\_\_

**Remitting Bank IFSC Code:** \_\_\_\_\_

**Beneficiary Account:** Bank of Baroda, Bank Account No. 29040400000417

**Beneficiary Bank IFSC Code:** BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

### **Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document**

We ..... having our registered office at ..... (Herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of

**RFP for Supply, Implementation & Support of AML Solutions for Bank of Baroda sponsored RRBs**





Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

**A/C Name:**

**A/C No. (Company account details):**

**IFSC Code:**

**Bank Name:**

**Bank Address:**

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



**Annexure 05 – Bid Security Form (Bank Guarantee)**

*(Pro forma for Bank Guarantee in lieu of EMD - Bidder need to provide the Bank Guarantee in following format in lieu of Bid Security Transaction)*

To,

Date:

Bank of Baroda

.....

Dear Sir,

**Sub.: Supply, Implementation & Support of Anti-Money Laundering (AML) Solutions for Bank of Baroda sponsored RRBs**

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at ..... India (hereinafter referred to as “the VENDOR”) proposes to offer its response to RFP No.. #: (RFP details) ..... (Hereinafter called the “RFP”)

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favor to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as “BANK GUARANTEE”)

AND WHEREAS the VENDOR has approached us, ..... for providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed RFP response to you, WE,.....having.....  
... Office at....., India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE, ..... through our local office at ..... India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We....., 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 to the extent of Rs.....(Rupees .....only) an amount equivalent to the EMD 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 vender. any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP 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 VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such 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.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate "provided always that the guarantee shall in no event remain in force after the day of ..... 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. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said 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 VENDOR or any other forbearance, act or omission on your part of or any indulgence by you to the VENDOR or by any variation or modification of the RFP 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 day of ..... unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR 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 VENDOR.
7. 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

VENDOR 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.

8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by courier, e-mail 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.
10. 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 here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the Vendor 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.
12. 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.
13. 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 VENDOR.
14. Notwithstanding anything contained herein above;
  - i) our liability under this Guarantee shall not exceed Rs.....( Rupees.....only) ;
  - ii) This Bank Guarantee shall be valid up to and including the date ..... and
  - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favor 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.

For and on behalf of

Branch Manager

Seal & Address



**NOTE:**

1. VENDOR 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.
3. BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING BRANCH:

BRANCH NAME & ADDRESS: BANK OF BARODA, BKC BRANCH, C-26, G-BLOCK, BARODA CORPORATE CENTER, BANDRA EAST, MUMBAI-400051

IFSC CODE: BARB0BANEAS (FIFTH LETTER IS "ZERO")

4. VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED.

## Annexure 06 – Bid Security Declaration

*(Applicable to Bidder eligible for exemption from Bid Security / EMD)*

To  
Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

### **Sub: Request for proposal for Supply, Implementation & Support of Anti-Money Laundering (AML) Solutions for Bank of Baroda sponsored RRBs**

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs)

OR

As per the tender / RFP no: .....floated for ..... At para no: ..... a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
  - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
  - b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that I am the authorized person of .....to make the declaration for and on behalf of ..... Letter of Authority for executing declaration is enclosed





**Signed:** (insert signature of person whose name and capacity are shown)

**in the capacity of :** (insert legal capacity of person signing the Bid Securing Declaration)

**Name:** (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)

## Annexure 07 – Pre-Bid Queries Form

(Please note that all pre-bid queried need to be send 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 :

Tel No:

e-Mail ID:

<b>Request for proposal for Supply, Implementation &amp; Support of Anti-Money Laundering (AML) Solutions for Bank of Baroda sponsored RRBs</b>					
<b>Sr. No.</b>	<b>Page #</b>	<b>Point / Section #</b>	<b>Category (Eligibility/ Scope/Commercial/Legal/General)</b>	<b>Clarification point as stated in the tender document</b>	<b>Comment/ Suggestion/ Deviation</b>
1					
2					
3					
4					
5					
6					

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Date:

## Annexure 08 – Undertaking from the Bidder

To

Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

### **Sub: Request for proposal for Supply, Implementation & Support of Anti-Money Laundering (AML) Solutions for Bank of Baroda sponsored RRBs.**

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. All 'Bill of Material' line items have been quoted as per requirement in Commercial Bid format without any deviation.
5. Masked Commercial Bid (Annexure 15) and Commercial Bid (Annexure 16) have been submitted without any deviation. Bill of Materials which have been marked in the masked Commercial Bid is as per the submitted Commercial Bid without any deviation.
6. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".  
b) Commission or gratuities, if any paid or to be paid by us to agents relating to this Bid and to Contract execution, if we are awarded the Contract are listed below.
  - i. Name and Address of the Agent - .....(please specify NA if not applicable)
  - ii. Amount and Currency in which Commission paid / payable - .....(please specify NA if not applicable)
  - iii. Purpose of payment of Commission (If commission is not paid / not



payable indicate the same here) - .....(please specify NA if not applicable)

8. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
9. 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.

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



## Annexure 09 – Conformity Letter

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

To  
Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

### **Sub: Request for proposal for Supply, Implementation & Support of Anti-Money Laundering (AML) Solutions for Bank of Baroda sponsored RRBs.**

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 #



## Annexure 10 – Undertaking of Information Security

*(This letter should be on the letterhead of the Bidder as well as Original Software Developer (OSD) duly signed by an authorized signatory)*

To  
Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

### **Sub: Request for proposal for Supply, Implementation & Support of Anti-Money Laundering (AML) Solutions for Bank of Baroda sponsored RRBs.**

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Further we undertake that the Software/ Hardware and Services which will be delivered or provided under this Agreement are not infringe any IPR such as patent, utility model, industrial design, copyright, trade secret, mask work or trade mark

Dated this.....by .....20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #





## Annexure 11 – Letter of Undertaking from OSD

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

To

Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

### **Sub: Request for proposal for Supply, Implementation & Support of Anti-Money Laundering (AML) Solutions for Bank of Baroda sponsored RRBs.**

We ..... (Name of the OSD / OEM) who are established and reputable manufacturers / developers of ..... having factories at ....., ..... and ..... do hereby authorize M/s ..... (who is the Bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you for supply of ..... which are manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorized the Bidder for this purpose.

We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s..... during the 5 year contract period as per terms and conditions of the RFP.

We assure you that in the event of M/s ..... not being able to fulfill its obligation as M/s ..... Bidder in respect of the terms defined in the RFP, ..... (OEM / OSD Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #



## Annexure 12 – Know Your Employee (KYE)

(To be submitted by all Bidders on their letter head)

To  
Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

### UNDERTAKING

We \_\_\_\_\_ (name of the company) hereby confirm that all the resource (both onsite and off-site) deployed/to be deployed on Bank's project for \_\_\_\_\_ (Name of the RFP) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

We further undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report, character certificate, ID card copy, Educational document, etc) to Bank before deploying officials in Bank premises for \_\_\_\_\_ (Name of the RFP)."

Signature of Competent Authority with company seal  
\_\_\_\_\_

Name of Competent Authority \_\_\_\_\_

Company / Organization \_\_\_\_\_

Designation within Company / Organization \_\_\_\_\_

Date \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Designation of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Verified above signature

Signature of Competent Authority \_\_\_\_\_

Date \_\_\_\_\_

## Annexure 13 – Project Scope of Work

### 1. Project Objective

**Bank of Baroda is having following -3- sponsored RRBs.**

- i. Baroda Gujarat Gramin Bank, Gujrat (BGGB)
- ii. Baroda Rajasthan Kshetriya Gramin Bank, Rajasthan (BRKGB) and
- iii. Baroda UP Bank, Uttar Pradesh (BUPB)

RRBs Branch Network:

RRB Name	No. of Branches	No. of Regional Offices	No. of Admin Offices / Head Offices	Total
BGGB	487	8	1	496
BRKGB	880	12	1	893
BUPB	1983	30	4	2017
<b>Total</b>	<b>3350</b>	<b>50</b>	<b>6</b>	<b>3406</b>

Bank of Baroda intends to implement a comprehensive Anti-Money Laundering Solution as per scope defined in this RFP document with required licenses in its above mentioned -3- RRBs.

### **A. General Scope of Work for proposed Solution:**

1. The successful Service Provider has to submit Architecture of the solution to be implemented along with detail infrastructure requirement which is to be procured and provided by the Bank for AML implementation in its three RRBs as mentioned above. AML Solution should support all latest versions of DB, OS etc. available in the market.
2. The Bidder is required to Supply, Install, Configure, Integrate and maintain the Anti-Money Laundering Solution with required licenses (Perpetual) on enterprise basis at the RRBs of Bank of Baroda and should cover all existing 3 RRBs Branches / Head Offices/ Regional Offices/ Data Center. The implementation includes scope to integrate the proposed solution with CBS (Finacle Core Banking Solution with existing version 7.0.18 as well as upgraded version 10.2.25 during the period of contract without any cost to the Bank), Treasury (may be implemented in future during the period of contract), Trade Finance (if implemented in future), SWIFT (if implemented in future) Banks Digital Transactions Channels and other ancillary banking applications as per Bank's requirement. The Solution shall be redeployed by bidder including integration with the particular system or channel in case of any upgrade carried by the Bank in its existing system or channels integrated with AML Solution during implementation without any additional cost during the contract period.
3. Proposed system should enhance experience through complete digitalization and streamlined operations that will enable seamless reporting with compliance of latest regulatory guidelines including FINnet 2.0 (or latest version if any other than FINet 2.0). The application software should be customized to suit entire

requirement related to Anti-Money Laundering (AML) of the Bank and regulatory authorities.

4. The AML Solution proposed by the bidder should have facility/ies for parameterization of various rules which can be enabled for updation by the Bank as and when required based on the periodical guidelines issued by regulators during the overall contract period.
5. The initial contract would be valid for a period of 5 years from the date of commencement of contract post deployment of the solution as per the detailed requirement. Upon completion of initial contract period, Bank may extend the contract further based on satisfactory service experience and mutual agreement on the terms of renewal.
6. The Bidder should setup the UAT environment for testing of the solution before implementation of the solution in the production environment for which the bank shall provide required infrastructure. The UAT setup shall be at BOB RRB Data Center and used for the customization and testing of any changes before movement in production. The setup would be kept available at all times during the contract period. Successful service Provider to co-ordinate with Bank's Managed Service Provider / Concern Service Provider and assist to construct the required setup (UAT/Production etc.) for implementation of proposed solution.
7. The proposed solution would need to be integrated with the Core Banking Solution, Treasury (in future if implemented), Trade Finance (in future if implemented), Digital Channels of the Bank, other third party solutions if any and all-Watch list portals, etc. which are to be sourced of input data and the integration with all such channels should facilitate STP (Straight Through Processing) without any manual intervention.
8. The proposed solution should be capable of generating all the regulatory/statutory reports as per required format. The solution should be flexible enough to take care of existing as well as any new future reports, mandated by statutory authorities, within the timelines stipulated by the regulatory bodies during the contract period at no additional cost to the Bank.
9. The proposed solution should migrate the existing data and archive data consisting of open/closed alerts of the existing AML solution and would be readily available for inquiry purposes.
10. The solution should abide by the User management system and password policy as per the IT security policy outlined by the bank and should also incorporate maker-checker concept for operational uses.
11. The proposed solution should comply with the existing and future guidelines on KYC- AML & Combating of Terrorism Financing issued time to time by various regulators/enforcement agencies like RBI, IBA, FIU-IND, UIDAI, SEBI, FATF etc. As and when new guidelines are issued from such regulatory authorities, the bidder should incorporate the same in the solution at no additional cost to the Bank during the contract period.

12. The case management utility should have provision to define roles for the officers involved. The system should have facility to escalate the case to next level after completion of the role assigned to a user up to logical conclusion of the case.
13. The system should address and be compliant with the recommendations laid down by FATF (Financial Action Task Force).
14. The solution should support advanced search techniques to search data provided by enforcement agencies. It should enable the user to enter the match score, substring search, and inclusion of various search parameters to refine the search.
15. The successful bidder shall depute proper resources onsite at Bank of Baroda RRB Data Center. The resources to be deployed at the bank premises, only after prior approval by bank authorities.
16. The support service shall be provided by deploying one L1 and one L2 resources at Hyderabad/Mumbai for ensuring proper upkeep and maintenance of the solution including uploading of various list received time to time. Minimum Wage Clause and other regulations should be followed in the FM services.
17. The proposed AML solution should provide a list manager to manage various black-lists provided by regulatory authorities such as lists provided by MHA under UAPA, OFAC -SDN lists, PEP lists, UNSCR lists, High risk countries list etc. It should also be possible to add new lists as and when they are introduced in future at no additional cost to the Bank. The lists should be updated straight through process (SFTP/API), as and when notifications are received from regulators. Users should also be able to create/maintain internal watch lists to monitor certain customers as and when required.
18. There should be support for list scanning of account /customer database against watch lists– incremental screening should be there if there are any updates to the watch list data or customer data. All new customers should be checked against blacklists, watch lists data and there should be provision to run search against existing customers as and when required.
19. The proposed solution should categorize accounts into risk categories – High, Medium, and Low – as per the risk rating mechanism in tune with the AML Policy. It should support risk profiling of customers based on occupation, STR filed, KYC compliance, transaction patterns, turnover etc. The solution should also calculate the threshold limits based on customer’s profile. There should be an automated periodical review mechanism to update the risk categorization and threshold limits for the customer data. In addition, it should be always possible to override the system calculated risk values, having an option to manually set the risk.
20. The solution should provide rule based suspicious transaction identification. It should have the ability to update rules incorporating new scenarios as and when notified by the concerned authority for identifying suspicious transactions. The solution should also have provision to create user-defined rules based on various parameters like customer type, nature of business, various risks etc. The solution should be capable of generating alerts based on Behavioural Analysis.



21. The proposed solution should properly maintain and preserve account and alert information in a manner that allows data to be retrieved easily and quickly whenever required or when requested by the competent authorities. Further, it shall maintain for at least Ten years from the date of transaction between the bank and the client (Transaction monitoring date) and/or completion of contract of the vendor with the Bank, all necessary records of transactions, as required under Prevention of Money Laundering Act (PMLA)2002. The bidder has to provide necessary support to the new vendor for migration of data in case of completion/non-renewal/termination of contract.
22. MIS Reports generation: Bidder should provide Daily/Monthly/ Quarterly/ Yearly/Adhoc reports, exception reports, detailed/summary level reports, etc. in the specified formats as required by the Bank to comply with regulatory guidelines issued by Regulators time to time. Reports should be downloadable in excel, csv, txt, pdf etc. format.
23. Bidder shall ensure that the solution is complied with all the regulatory guidelines of GOI/ RBI and also adheres to requirements of IT Act 2000 (including amendments in IT Act 2008 and IT Act Rules, 2011) and amendments thereof from time-to-time. A self-declaration to this effect shall be submitted by the bidder.
24. The Bidder should maintain Uptime of 99.95% of the solution both at DC & DR during contract period.
25. The bidder is required to maintain the RTO and RPO as per the Bank's Business Continuity Policy in co-ordination with Bank's Managed Service Provider (MSP) or concern service Provider. DC & DR sites will be located at two different geographical locations. Bidder has to maintain online data replication between DC & DR.
26. The Bidder should assist to Bank's Managed Service Provider for periodical backup /restoration/patch/updates/upgrades related activities pertaining to the Anti-Money Laundering Solution & related servers. Bidder shall provide required support during VAPT (External & Internal), IS Audit, Security Audit, various compliances required by government, regulatory compliances, cyber related compliances, etc. to the Bank. Bidder shall rectify the irregularities if any pertaining to AML Solution pointed out, during such Audits at no additional cost to the Bank.
27. Bidder shall conduct periodical source code audit as & when required by the Bank within the existing scope of project and submit the confirmation for the same along with report.
28. The solution should have complete and comprehensive security from unauthorized access. The number of levels / rights assigned to each level should be user configured by the bank. It should provide maker/checker facility and should also provide full audit trail for the events like alert generation, case creation, change to case information, changes to lists etc.
29. The Bank carries out various Information Security Audits on regular basis. The bidder shall provide required inputs/reports/data as and when asked by the Bank for the purpose. Also as per the SOP of the Bank, the bidder shall arrange and



provide closure/compliance of the audit findings as reported by the Bank in stipulated time.

30. Security Information & Event Management (SIEM) solution is under implementation in our RRBs. It would be bidder's responsibility to integrate proposed AML solution with SIEM whenever implemented by the Bank during the period of contract to generate alerts for any violations including IT Cyber Security related violations. Bidder is expected to support the Bank to send logs from the proposed configuration in an acceptable format to the SIEM solution or any such alert management solution implemented by the Bank during contract period of proposed solution without any additional cost.
31. Migration of existing Application to new proposed application- Bidder will be responsible for providing necessary tools & support services for migration of the data from the existing AML Application of the Bank to the proposed system and also for first time Master creation for the respective requirements of the RRBs branches/offices if any. Solution should be capable for the data retrieval of the old data to the RRBs.
32. Bidder shall be responsible for support and maintenance of the AML Solution and hand over the complete data and help the incumbent Service Provider to migrate the same to new system/Solution without any additional cost to the bank in case of termination of contract or completion of contract period.

**Note: The proposed AML solution must cover/meet the guidelines/regulations of FINnet 2.0 portal of Financial Intelligence Unit (FIU), Ministry of Finance, GOI and must comply with new format of Anti Money Laundering reporting guidelines as issued by FIU, Ministry of Finance, GOI dated 12.05.2023 and any other guidelines issued by regulators time to time thereafter during the period of contract without any additional cost to the bank.**

**B. AML Solution Technical / Functional requirement:**

The proposed AML solution by bidder must comply with all the Technical / Functional requirements mentioned herein. Bidder shall provide the compliance of below Technical / Functional requirements along with documentary proof (reference materials / Data sheet etc.) satisfying these conditions. Technical proposal submitted by bidder will be evaluated based on below requirements only.

S No.	Technical/Functionality Requirements	Complied Y/N
<b>TECHNICAL REQUIREMENT</b>		
1	Ability to integrate to support online, real time and batch operation	
2	Integrator's support for scheduling and defining of jobs	
3	Application should handle automatic switchover in cluster environment	

S No.	Technical/Functionality Requirements	Complied Y/N
4	The backup success rate should be 100% at all times for AML solution and apart from system backup, external backup should also be taken in tape drive at both Primary Data Centre (DC) and Disaster Recovery (DR) location on daily basis.	
5	The solution should support online replication (both database level & Storage level) at DR site. It should be capable of automating the backup processes for all the applications/ databases in primary and Disaster Recovery Sites	
6	It should support load balancing in terms of system parameters (CPU, Hard Disk, Memory etc.)	
7	Data migration from existing AML solution should be the sole responsibility of the selected Bidder. However, Bank shall co-ordinate for providing the required data from the existing systems. No manual data entry of master and transaction records should be done by the users. The data required in the proposed solution which is not available in the existing AML solution has to be extracted from other source systems and uploaded to the proposed solution by the bidder without any manual intervention.	
8	The system should have complete and comprehensive security from unauthorized access. The number of levels / rights assigned to each level should be user configured by the bank. System should provide Maker/Checker facility. System should provide full audit trail for the events like alert generation, case creation, change to case information, changes to lists etc.	
9	System should track the client's IP and network interface address	
10	Export of reports and inquiries into different formats like word, excel, pdf, text, csv etc.	
11	Application should be web based only.	
12	The solution should provide user defined backup/ retrieval (Automated/ Scheduled/ Manual).	
13	Type of import and export capabilities available for creating customized data feeds.	
14	Database link, data dictionary and support should be provided to bank's team to enable them to generate the reports in Bank's formats without any additional cost.	
15	The system should enable profiling of users and definition of control levels and passwords.	

S No.	Technical/Functionality Requirements	Complied Y/N
16	System should provide auditable management of User-Ids, access rights and passwords, logins, activities etc. All\of these should match with the IT security policy of the bank.	
17	A separate login/Role/ user type is required for auditors who can view all the parameters/ test cases/ pending reports/ and perform complete Audit/ reporting through the user. Though the audit user would have view permission only for the AML data/ details, the person would have the full capabilities including update/ delete in the audit.	
18	The vendor shall specify the database type and version used for solution.	
19	The vendor should provide the documents with detail architectural flow, the hardware, Operating Software, database structure, middleware and other software required for the AML/CFT Solution	
20	The application software offered by the bidder should have adequate redundancy, fault tolerance and Disaster recovery arrangement	
21	System should be three tier (Web/App/DB) web based and should be able to support simultaneous use of the system by multiple users without any restriction	
22	Software should support web-based Alert management deployed to distribute alerts to HO/ZO/Branch level users and for getting feedback on Alerts & dash board for monitoring the status of Alerts to fix user level bench marks for closing alerts. Provision to verify and put comments by Concurrent / RBIA Auditors must be provided in the Software.	
23	The tool should have the provision to monitor transactions in multiple currencies.	
24	Separate DRS/Backup/Test server to be configured for smooth Functioning of daily AML Alert generation and monitoring process.	
25	Upgrades – All upgrades to the Application should be provided on periodical (monthly/quarterly) basis.	
26	The application software offered by the bidder should have adequate redundancy, fault tolerance and Disaster recovery arrangement. The solution should support more than one redundant server i.e. local clustering and remote replica (for DR).	
27	The components of system should support multiprocessor architecture with load sharing capability.	
28	The system should run in high availability or fault tolerant modes.	

S No.	Technical/Functionality Requirements	Complied Y/N
29	The application should support modular architecture	
30	The application should support Bulk Static Data upload facility	
31	The product/solution should offer user interface/data store/reports.	
32	The Web, DB or application module support single sign-on using various modules	
33	There should be no limitations or possible security conflicts at your Database/ Application modules	
34	The network transmission data packets of client/server or middle-tier support should support encryption/decryption method.	
35	The user access to the database (from the application) should be encrypted.	
36	System should support to integrate all the other applications adopted by the bank. For ex.CBS(FCR&FCC)/NEFT/RTGS/CARDS SOFTWARE / SWIFT/ITMS/ ATM / Internet Banking / Mobile Banking.	
37	There should be provision to assign higher processor and I/O resources at administrator level to handle high volume of transaction during peak hours	
<b>FUNCTIONAL REQUIREMENT</b>		
1	The solution should support standard protocols governing data and services standards e.g. XML based messaging, Simple Object Access Protocol (SOAP), Web Services Development Language (WSDL), etc.	
2	The system should support standard API for interface & integration with ancillary applications and support interface through middleware.	
3	Compliance with the FIU requirements, Statutory requirements and guidelines of regulators, on AML/CFT from time to time like but not limited to Financial Action Task Force (FATF), Egmont, World Regulators	
4	Able to provide resolution of Regulatory Requirements on Immediate basis. The bidder is responsible for generation of statutory reports in the format required by regulatory bodies.	
5	The Proposed Solution should be able to store data as per Banks retention policy. During this period, Data recall should not require any additional coding or additional retrieval procedure. The archival and retrieval programs should provide desired data in defined format.	

S No.	Technical/Functionality Requirements	Complied Y/N
6	The system should enable creation of different access groups with different access control. Users may belong to multiple groups. The proposed solution should allow users to be controlled (creation, activation, deactivation, deletion etc.) by a specific administrator. System must have a Login ID and password for each user for logging and also supports Remote logging. The system must have a comprehensive log files with every user's activity (including action taken by the user). Facility to audit the whole process from logs reports at any future date.	
7	The rules / scenarios / parameters stored in should be easily accessible to repository.	
8	The system should not have limitations for the rules set up by the users.	
9	The application should have ability to identify transactions that may conceal beneficial owners and ability to monitor transactions involving internal accounts (for example: staff accounts, Pool Accounts, BGL / GL Accounts, Administrative Accounts etc.) Name and details of Beneficial Owner should be provided of all accounts of Legal Entity along with Alerts generation.	
10	The application should have ability to flag transactions in excess of a certain amount.	
11	The application should have ability to identify movement of cash into monetary instruments from one financial institution to another and should have ability to monitor/flag suspicious cross border transactions.	
12	The solution should have ability to prioritize cases according to predefined rules in the case management system.	
13	The solution should have ability to reassign closed alerts. The solution should select closed alerts on random basis for reassignment as per bank's discretion based on % of alerts. And the solution should have the provision for Bulk closure of Alerts. Also, System should be capable of providing list of closed alerts for Audit purpose by Regulators such as RBI, FIU-IND etc. Such activity should be available in audit trail with all relevant details. Administrator should be able to enter his remarks upon reassigning closed alerts	
14	The application should track key dates of a particular case (e.g. date open, date closed). The solution should have ability to age and view alerts at a summary level (e.g. # days open)	



S No.	Technical/Functionality Requirements	Complied Y/N
15	Behavioural Analysis of customer for profile/ account wise/ cash/ Area /past transactions /Occupation/ Constitution/ Annual Income/ Annual Turnover and KYC documents should be provided.	
16	The solution should have ability to configure alerts to automatically produce an email.	
17	The solution should have ability to create a case/an alert either manually or automatically based on user defined criteria.	
18	The solution should have ability: 1. To monitor audit trail (including action taken) by user ID. 2. For administrator to manage individuals or groups. 3. To monitor resolution statistics by alert type, analyst name, date and other categories. 4. To protect user input so that no other user can alter information entered. 5. To associate detailed transaction data with a case.	
19	The solution should have ability to archive cases offline and restore case as needed.	
20	The solution should have ability to update a rule or profile integrated with the case management tool	
21	Capability to handle the addition of new cases while existing cases are currently being worked on from the same day or prior periods.	
22	The solution should come with: 1. Queuing and searching system and describe the available methods of ordering and searching the queue. 2. The options which can be applied to the queue to allow alerts to be reprioritized. The queue should be automatically refreshed when new alerts are added and that can be refreshed manually also.	
23	Confirm that a log of actions and notes must be stored throughout the workflow process to track actions and modifications. The solution should come with functionality that allows an administrator to create and manage workflow and capable of having hierarchy for escalation of alerts to different levels as per Bank's requirement. The solution should ready with functionality for distribution of alerts to different users / officers at Data Center and to RRBs branches / regions / zones etc.	
24	The solution should come with system that notifies both the user and the supervisor of a breach of service levels where an alert / case has not been scrutinized according to agreed service levels. (Pendency more than xx days)	



S No.	Technical/Functionality Requirements	Complied Y/N
25	The solution should come with the functionality that automatically assigns priority to alerts and cases, including examples of the priority assigned and how the weighting is calculated.	
26	The solution should confirm that the AML system can generate automated confirmation where a manual STR has been raised. And the proposed solution should be capable of showing all the details like previous STR raised, if any, total credit turnover/debit turnover, Risk profile details etc. in a single screen, of a particular customer/account whenever the user analyzing any alert/case. The solution should confirm that all such alerts/confirmations are saved as part of the audit process.	
27	The solution should confirm the capability of the AML system to be interoperable with email software provided by the Bank and with the institution's email address directory. The bulk mail facility with email templates should be made available.	
28	The solution should have capability to allow business users to retrieve alerts and cases directly, or by filtering on a specific status.	
29	The solution should ensure that no account / transaction is missed in the migration / pushing process on daily basis. however; The system should be capable of giving daily reconciliation of input of data from core banking/other solution vis a vis migrated / pushed data in AML system – channel wise, transaction wise and in case of any mismatch, report should be provided on daily basis.	
30	Application should be able to integrate with core banking interface and other surround applications, if any, to control the customer on-boarding process, screening of online transaction monitoring.	
31	The rule based scanning should be possible e.g. name should be scan against name, address against address, city against city etc.	

S No.	Technical/Functionality Requirements	Complied Y/N
32	<p>Customer screening at the time of on boarding (real time) as well as periodically screening in batch mode against the sanctioned lists.</p> <p>Provision to manage Negative lists/blacklists provided by the local/international regulatory authorities like RBI/IBA/FIU/UN sanctioned list/OFAC (Office of Foreign Acts Control)/Politically Exposed Person (PEP) list/Dow Jones World check, High Risk and other monitored jurisdiction as declared by FATF etc. The solution should allow to add new lists as and when requires in the future and also should be a user friendly but robust screening facility in terms of sufficiency, efficiency with quality output. / Auto-Update facility should be there in the new software for automatic updation of lists provided by various organizations and several Regulators from time to time by opting subscription to various watch - list (the watch - lists are used for various scenarios). OR vendor may provide update facility by providing / opting list from various sources and bulk upload in the proposed solution.</p> <p>All new customers as well as existing customers should be checked against the lists concerned. ALL customers should be scanned / screened whenever there is updation / modification in any watch - list.</p> <p>The solution should have ability to electronically upload custom lists into the application with time stamp of time date of upload and user details. The list should be modifiable as per directions of various regulators. Therefore, unique number be allotted to each record so as to track changes.</p> <p>System should have facility to accept/provide data in standard formats from/for other systems, Import /export facilities like upload of Negative List, Positive list, filtering rules, etc.</p>	
33	Similarly, the system should have capability to advise any deletion of list with time stamp and user details	
34	The application should be able to perform a direct name match based on multiple fields to determine if a customer is on the banned entity or any other negative list.	
35	The solution should interface / integrate with SFMS-SWIFT messages if any implemented in the RRBs in future during the period of contract	

S No.	Technical/Functionality Requirements	Complied Y/N
36	<p>When the application is implemented it should perform an initial scan of all customers against the banned entity or negative list.</p> <p>The application should support "clean" lists (i.e. lists of good customers, that may appear bad when compared to negative list)</p> <p>The product should scan existing customers as names are added to the banned entity or other negative lists</p>	
37	<p>The proposed solution should match new/existing customers on the basis of name, Date of Birth, identification details, mobile number etc. in database against list provided by regulatory authorities, bank watch list for the KYC parameters defined by the Bank and generate reports/alerts as per Bank requirement (online and offline).</p>	
38	<p>Bank should be able to reduce false positives by creating a whitelist in which user can add customers who have matched with lists but are not deemed suspicious. Should also have the ability to make a "fuzzy logic" match with the list.</p>	
39	<p>The proposed solution should have a functionality to display (for domestic) list provided by regulatory authorities, Bank watch list which are used to scrub for Customer on-boarding or for batch processing. The display should include date of original upload, last updation date with time stamp.</p> <p>Users should be able to maintain internal Watch-lists to monitor their customers.</p>	
40	<p>The solution should be capable to support bulk name scanning from various input files .xls, csv, .txt etc. and provide output in various formats as required by the Bank.</p>	
41	<p>Proposed Solution should have the flexibility to define account type &amp; customer type specific (Saving account, Current account etc.) template constituting bank specified mandatory &amp; optional fields, besides the regulatory mandatory fields.</p>	
42	<p>The proposed solution should enable the users to define checklists on the Customer / Account Static Data and to generate reports on mandatory information required for different type of accounts. This mandatory information could either have been prescribed by the regulatory authority of the country or required as a part of the Bank's internal policies.</p>	

S No.	Technical/Functionality Requirements	Complied Y/N
43	The user should also be able to search Static Databases based on parameters such as Address, Introducer's Name, PAN, Phone No., etc. The result of the search should be a list of customer's personal / geographical relationships with other customers in the BANK. A search made on a customer's Transactional Data by the users, should result in a list of relationships of that customer with all those who are transacting with him / her.	
44	The proposed solution should enable the user to refine the search criteria from Exact Match to Similar Sounding, Partial Name Search, Initials Search, Percentage match and Sub String search. The user should be able to restrict the number of search results by entering a figure as the "Hit Limit".	
45	The solution should be capable of generating reports of Branch wise CIFs due for KYC updation as per periodicity prescribed by RBI i.e., 2 years for High Risk, 8 years for Medium Risk and 10 years for Low Risk customers and capable of generating customized letter for each eligible customer.	
46	Proposed solution should support reassessment of customer risk, reclassification and recreation of customer behavioural profile. Risk assessment reports should be provided.	
47	Proposed Solution should provide interface facility to update Risk classification from AML Systems to CBS as per Bank's specifications.	
48	Solution should be able to customize activities and automation of workflow (different workflows may be developed for different types of cases)	
49	The solution should have capability to populate all case management fields automatically with application details if case is generated from an alert.	
50	The solution should have facility so that staff / user be able to sort and filter all case records by entering search criteria into any data field. Query results should be displayed as a list, possibility to open a record on the list to view all fields, then close and return to result list.	
51	Solution should be able to export the results of a query or the entire table to xlsx, pdf, docs, csv etc.	
52	Solution should support batch update: bulk upload / update facility so as to load multiple records in a single stroke.	

S No.	Technical/Functionality Requirements	Complied Y/N
53	Solution should be able to define the systematic actions to be taken based upon a user's work action.	
54	Screen flow and system process must represent the task workflow.	
55	Admin users should have the ability to configure standard workflows to route case activities to appropriate teams.	
56	Detection rules creation/modification and deletion could be subject of approval by more than one appointed person using workflow functionality.	
57	Alerts, cases, reports review and appropriate reaction should be managed by more than one appointed person using workflow functionality.	
58	Workflow actions/steps should not be deleted or altered/modified/recreated after submission by the user.	
59	The AML systems should maintain comprehensive Audit Trails detailing every user activity (including action taken by the user (who, when, which table, which field, old value, new value etc.)). Audit Trail reports should be generated and may be viewed on-screen and/or printed. Solution should be able to manage and capture audit trails for workflow configuration	
60	Solution should not have any restriction on the license in terms of no. of users, no. of transactions, no. of channels, no. of Banking products, no. of branches and asset size of RRBs etc.	
61	System should be capable of generation of alerts based upon the alert indicators stipulated by various Regulators from time to time. System should be capable of generation of alerts based on bank's introduced indicators	
62	System should have an alert scoring mechanism with product having a relative score for each alert, the alert scores be modified through the applications of rules, provide for the categorization of alerts into groups for similar suspicious activity and provide the user to drill down into the details of the transactions on which the alert was generated.	

S No.	Technical/Functionality Requirements	Complied Y/N
63	All the IBA RFIs, TBML RFIs, RBI, FIU-IND and any other regulatory & statutory RFIs requirements should be provided by the solution within the given timeline. The system should provide RFI based suspicious transaction identification. The system should have the ability to update above RFIs incorporating new scenarios as and when notified by the concerned authority for identifying suspicious transactions. These updations should be done on prompt basis. The system should also have provision to create user defined rules based on various parameters like customer type, nature of business, various risks etc.	
64	System should capture all the Due Diligence (Customer Due Diligence & Enhanced Due Diligence) Information of the customer of the bank. It should also capture Due Diligence data on beneficiaries and connected parties.	
65	Due diligence information should invariably contain parameters like source of funds, business activity / occupation of customer, expected level of activity in the account, declared income by the customer etc. In addition, where the KYC information is missing / incorrect, there should be facility to enrich the data by intimating users / staff by way of an email / pop-up.	
66	There should be support for list scanning of account/customer database against watch lists – incremental screening should be there if there are any updates to the watch list data or customer data. All new customers should be checked against blacklists, watch lists.	
67	System should also calculate the threshold limits based on customer's profile. There should be automated periodical review mechanism to update the risk categorization and threshold limits for the customer data. In addition, it should be always possible to override the system calculated risk values having an option to manually set the risk.	
68	Support for advanced search techniques to search data provided by enforcement agencies. It should enable the user to enter the match score, sub string search, inclusion of various search parameters to refine the search. Facility to research option with individual record and bulk upload.	
69	The system should provide pre-implemented FIU- IND RFIs.	



S No.	Technical/Functionality Requirements	Complied Y/N
70	Since various persons try to make simple transactions look very complex through various methods to confuse the investigation agency / official, so the system should have support for link analysis for tracing multitude of relationships between customers and to be able to identify all the intermediate accounts.	
71	The system should effectively integrate with various solutions implemented in the bank like CBS, Credit/Debit Cards application, prepaid cards ITMS etc. for the generation of alert under respective scenarios and also for preparation of various statutory reports. Transactions done through, net banking, Mobile banking, UPI, IMPS, and POS, SWIFT (as and when implemented in RRBs in future), Trade Finance (As and when implemented in RRBs in future) etc. and through any other channels should be integrated with the proposed application with proper channel identifier.	
72	The AML system should allow for benchmarks to be fixed based on the general behavior of entities (Customers, Products etc.). The default benchmarks should be definable in the system and the user should be able to edit existing benchmark.	
73	Closure of alerts should be done in the system and report for the same be available as and when required. Users should be notified about the cases allotted to them which are pending for scrutinization, if it crosses the time window from the date of generation and allotment. The solution should have dash-board for every user with vital information like no. of alerts allotted, number of alert pending, alerts pending for more than xx days, STR finalized etc.	
74	Users should be able to view transaction details of all alerts generated for certain customer. There should be no need to navigate away from the system to view these details and bank's CBS system should be accessible to the user in the same window.	
75	System should have provision for work load balancing for alerts assignment. Reports should also provide information to management on the alerts status. It should also be possible to re-run any rule at any time and for any past date.	
76	FIU-IND defined formats for various reports like STR, CTR, CBWTR, NTR, SAR and CCR etc. may change over the period of time and accordingly should be taken up by the vendor and provided without any delays.	

S No.	Technical/Functionality Requirements	Complied Y/N
77	Address the challenges in statutory reports" submission by automating the process from data extraction to submission to FIU-IND before cut-off date. Various reports like List screening report for new and existing customers, transaction report, transactions in High-risk countries report, KYC gap reports etc. There should be an option to download reports in various formats like xls, rtf, pdf, doc, html, xml, xls, csv, etc. User can configure the columns and prints settings - header, footer etc.	
78	The case management utility should have provision to define roles for the officers involved. The system should have facility to escalate the case to next level after completion of the role assigned to a user up to logical conclusion of the case.	
79	There should be support for automated uploading of data for previous day from the bank's CBS system to AML system without any manual intervention. There should be a provision for the users to raise a ticket in the system in case of any issue faced to maintain the record of time span for issue resolution.	
80	The system should have complete and comprehensive security from unauthorized access. The number of levels / rights assigned to each level should be user configured by the bank. System should provide Maker/Checker facility. System should provide full audit trail for the events like alert generation, case creation , change to case information, changes to lists, every activity performed by user / administrator in the system etc.	
81	It shall properly maintain and preserve account and alert information in a manner that allows data to be retrieved easily and quickly whenever required or when requested by the competent authorities. Further, it shall maintain for at least ten years from the date of transaction between the bank and the client, all necessary records of transactions, as required under PMLA 2002 which will permit reconstruction of individual transactions so as to provide, if necessary, evidence for prosecution of persons involved in criminal activity.	
82	The application should have ability to White-list certain accounts/Customers as per decision taken by the Bank (for example: staff accounts, Corporate Concentration Accounts, Govt. Department Accounts etc.)	

S No.	Technical/Functionality Requirements	Complied Y/N
83	System should be able to categorize all customers into risk categories as per KYC - AML - CFT policy of the Bank issued from time to time.	
84	System should be able to conduct Risk categorization process of customers, based upon various static and variable parameters linked with UCIC/CIF level as well as account level information.	
85	The Application should capable of incorporation of the changes suggested by the Bank based upon internal assessment/ Regulator's requirement in the parameters/threshold values/Risk calculation matrix for review/renew of customer's risk profile at regular intervals as decided by the Bank	
86	The application should be capable of creating of transaction threshold limit for all types of deposit/CC/OD accounts based upon the parameters as decided by the bank/stipulated by the Regulators. Further, the system should capable of identifying the accounts whose transactions, breaching the transaction threshold value set for the particular accounts and generate proper monitoring tools for these type of accounts.	
87	The system should be capable of identifying the transactions related to the sanctioned countries.	
88	Credit /Debit summation of cash deposit in all alert generation should be provided for STR alert.	
89	Draft issued and government transactions to noncustomer's details should be provided. (Walk-In customers)	
90	Risk Profile based on cash transaction and turnover details should be provided.	
91	Pre-paid Card alerts should be provided.	
92	STR alerts to be generated on T+1 day, i.e. transactions of 1st day of the month should appear in the morning of 2nd day of same month so that risk involved in delay can be mitigated.	
93	TBML and other IBA rule indicators to be embedded in the Application.	
94	In case of loan and CC accounts IRAC status, limit should be displayed along with current available balance.	
95	Application should capture and process all type of transactions which are performed by the staff / customer / system / user through any channel.	

S No.	Technical/Functionality Requirements	Complied Y/N
96	Application should capture all type of transactions with counter party details. (e.g. account number, IFSC, SWIFT Code, Mobile number, Name etc.)	
97	Every report uploaded on FiNnet portal is identified by unique number called Batch ID. (12 digit number) Every account, if reported under any statutory report, should be identified as "STR / CTR / NTR / CBWTR filed vide Batch_ID". Application should have such capability to update this number for future report generation and other purpose.	
98	The solution should be capable of generating alerts based on Behavioural Analysis	
99	The proposed solution should categorize accounts into risk categories – High, Medium, and Low– as per the risk rating mechanism in tune with the AML policy. It should support risk profiling of customers based on occupation, STR filed, KYC compliance, transaction patterns, turnover etc. The solution should also calculate the threshold limits basing on customer’s profile. There should be an automated periodical review mechanism to update the risk categorization and threshold limits for the customer data. In addition, it should be always possible to override the system calculated risk values, having an option to manually set the risk.	
100	Solution should provide a web-based AML-sanction screening tool which will screen the onboarding customer/ pre-existing customers against a list of sanction databases and provide matching lists to avoid onboarding any sanction entity	
101	Tool should update the sanction databases within 1-2 days of sanction declaration, with provision of details of source of such database for authentication	
102	There should be support for list scanning of account /customer database against watch lists – incremental screening should be there if there are any updates to the watch list data or customer data. All new customers should be checked against blacklists, watch lists data. And there should be provision to run search against existing customers as and when required	

S No.	Technical/Functionality Requirements	Complied Y/N
103	The proposed AML solution must cover/meet the guidelines/regulations of FINnet 2.0 portal of Financial Intelligence Unit (FIU), Ministry of Finance, GOI and must comply with new format of Anti Money Laundering reporting guidelines as issued by FIU, Ministry of Finance, GOI dated 12.05.2023 and any other guidelines issued by regulators time to time thereafter during the period of contract without any additional cost to the bank.	

**C. Infrastructure Requirement for setting up AML solution:**

1. As part of the technical proposal the bidder needs to provide complete AML solution details. The bidder must design the solution with high availability & secure Infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices. AML Solution should support all latest versions of DB, OS etc. available in the market
2. As a part of Technical solution Successful Service Provider needs to provide the complete IT infrastructure details like Server, Operating System, Database, Middleware, Third party software, Storage Capacity and other requirements which may include.
  - a) Operating System, Database, Middleware, 3<sup>rd</sup> part software etc. with licensing details for both sites (DC & DR)
  - b) Details of redundancy, security setup
  - c) Application architecture
  - d) Implementation procedure /road map
3. Successful Service Provider to list out and submit all the infrastructure along with sizing which is required for implementation of AML Solution. Bank may provide existing IT infrastructure available with the Bank or may procure it separately as recommended/suggested by the Successful Service Provider. The Successful Service Provider to co-ordinate with Bank's Managed Service Provider/concern Service Providers and assist to setup the infrastructure as per requirement of AML solution.

**D. Application Software Licenses and ATS support during the period of Contract**

1. The Bidder has to provide enterprise wide perpetual licenses to BOB-RRBs which should not have any restriction on the license in terms of no. of users, no. of transactions, no. of channels, no. of Banking products, no. of branches and asset size of RRBs etc.
2. During the period of contract under ATS support, the selected bidder will be responsible for the following:
  - (i) Overall maintenance and up keeping of the AML solution.
  - (ii) The selected bidder should fix the bugs and carry out the necessary rectifications wherever necessary and deliver patches/ version changes effected. Provision should be available for version control and restoring the old versions in case of need by the Bank.



- (iii) Enhancement, modifications, customization, patches, upgrades due to statutory, regulatory, industry, specific changes (including installation of new upgrades.) to be performed without any additional cost.
  - (iv) Configuration changes, version up-gradations, performance monitoring, trouble shooting, patch installation, running of batch processes, database tuning, replacement / support, technical support for application and data maintenance, recovery, query generation and management etc. of all software supplied under this RFP.
  - (v) Undertake immediate bug fix actions in the event of software failure causing an interruption of operation of the AML as per the response /resolution times defined by Bank.
  - (vi) Notify all the detected software errors and correct them to meet the uptime. Support the Bank in integrating with any new applications to the AML Solution. In case the primary system fails, switching to the DR site.
3. The bidder would assist and provide help to Bank's Managed Service Provider for periodical deployment of updates, patches, bug fixes, version upgrades as & when released by the OEM pertaining to Application infrastructure within the existing scope of the contract.

**E. Training:** Bidder should provide onsite operational/administrative training to staffs of RRBs at each location i.e. BGGB, Head Office, Baroda, BRKGB, Head Office, Ajmer and BUPB Head Office, Gorakhpur covering each and every aspects of operational and administrative functions of the AML solution. (The no. of days for the training may be devised accordingly). Administrative/Technical training has to be provided to designated officers of the RRBs at Head Office and DC, Hyderabad. Bidder has to provide all user manuals/Technical manuals to RRBs. Bidder has to bear a cost of travelling/ lodging/boarding at above mentioned places for their resources.

➤ **Audit**

- The solution will be exposed to security audit / VAPT on quarterly basis.
- Necessary technical modifications shall be carried out and bidder need to support this activity and extend dedicated staff for this purpose.
- RBI/Bank IS Audit Team may conduct / or engage a third-party auditor for auditing of all the software, hardware and all other applications involved in this AML Solution provided to the bank. The bidder has to provide required support for conducting the Audit and arrange to fix the issues before go live to the customers.
- The bidder should address the issues / vulnerabilities reported on the solution by the auditor within a reasonable time and confirm Bank on redressing the same.
- Only licensed products should be used in the solution
- The bidder should comply with enhancement guidelines within TAT specified by RBI/Gol/Bank.

➤ **Disaster Recovery Mechanism:**

- The proposed solution must be capable of and compatible for Disaster Recovery Implementation. The successful vendor should describe the



provisions for disaster recovery and show that the proposed solution facilitates disaster recovery.

- The vendor needs to submit the technical architecture relating to data replication between primary and secondary site.

#### ➤ **Timelines for implementation**

The Bidder is expected to adhere to the timelines stipulated below. Non-compliance to these timelines by the Bidder would lead to Liquidated Damages as stated in this RFP.

The maximum total timeline for complete Anti-Money Laundering (AML) Solution project implementation including Requirement Gathering, Supply, Design & Development, Pilot testing, UAT, and Go Live shall be 16 weeks from the date of the acceptance of Purchase Order issued by the respective RRB and the readiness of the infrastructure to be provided by Bank. Bidder is required to strictly adhere with project implementation schedule of maximum 16 weeks for all three RRBs.

Note:

- Bank, at its discretion, shall have the right to alter the delivery/implementation schedule based on the implementation plan. This will be communicated formally to the Bidder during the implementation, if a need arises.
- The Bidder is required to provide a detailed implementation plan/strategy to Bank; the activities mentioned above are indicative but the timelines for project implementation should be strictly maintained. If the Bidder has a faster and more effective implementation of the solution, the same may be discussed and agreed by Bank.

The End-to-End Anti-Money Laundering Solution (AML) must be implemented within time bound manner from date of placing of purchase order by respective RRBs and provision of required infrastructure by the bank. The solution as per the required scope needs to be rolled out as per the delivery timelines mentioned above in the section **Timelines for implementation.**

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

Bidder will have to pay late delivery charges to Bank of Baroda/RRBs @ 1% of the Total Contract Value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation of the Solution beyond due date of delivery, to a maximum of 10% of the overall Contract value inclusive of all taxes, duties, levies etc. beyond that Bank of Baroda reserves the right to cancel the contract. The charges will be deducted from the payouts of Contract value.

The bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach

of the Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the Bidder's inability to meet the established delivery dates or any other reasons attributing to the bidder then that bidder will be responsible for any re-procurement costs suffered by 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.

## Payment Terms

The Vendor must accept the payment terms proposed by the Bank. The commercial bid submitted by the Vendors 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 vendor, in case of delays or defaults on the part of the vendor. 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 vendor in the price bid against such activity / item.

The payment will be released as follows by respective RRBs:

### a) Software Licenses (AML Enterprise Perpetual License Cost )

- 50% of the licenses cost on delivery of Software Licenses plus applicable GST at actuals. The required documents to be provided along with original invoice:
  - Proof of certificate for software licenses delivered dully stamped and signed by the Bank Official.
- 30% of the licenses cost plus applicable GST after UAT sign off by the Bank Official. UAT Sign Off should be sealed and signed by both Bank's identified Project Manager & bidder's representative.
- 20% of the license cost plus applicable GST after Go-Live signoff from by the Bank Official. Go Live Closure Sign Off report should be sealed and signed by both Bank's identified Project Manager & bidder's representative. Operational Issues will be part of Managed Services and not part of Go-Live Sign Off.

### b) Implementation Cost (OTC)

- 30% of Implementation Cost plus applicable GST at actuals after UAT Sign off by the Bank Official. UAT Sign Off report should be sealed and signed by both Bank's identified Project Manager & bidder's representative.
- 40% of Implementation Cost plus applicable GST at actuals after go-live sign off from by the Bank Official. Go Live Sign Off in the form of Acceptance Test should be sealed and signed by both Bank's identified Project Manager & bidder's representative.
- 30% of Implementation Cost plus applicable GST at actuals after Go-Live closure signoff from the Bank. Go Live Closure Sign Off in the form of Final Acceptance Test should be signed by both Bank's identified Project Manager & bidder's representative.

- c) **Annual Technical Support Charges** – Payable half-yearly in advance against receipt of satisfactory service report of previous quarter from the Bank’s Project / Operation Manager
- d) **Onsite Support Charges** – Payable quarterly at the end of each quarter against receipt of satisfactory support report of previous quarter from the Bank’s Project / Operation Manager. Payment will be proportionate to the attendance.
- e) **Training Cost** – 100% after successful conduction of a training and providing all technical/operational/administrative etc. manuals to Bank officials.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendor. Payment will be release by Respective RRBs Head Offices as per above payment terms on submission of mentioned 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 vendor within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

### **Ownership, Grant and Delivery**

The vendor shall procure and provide a non-exclusive, non-transferable, enterprise-wide perpetual licenses to the Bank for the solution to be provided as a part of this project. The Licenses for the solution should not be restricted to use case. The Bank can use the solution at any of its branches/offices and locations without restriction and use of software by service providers on behalf of the Bank would be considered as use thereof by the Bank and the software should be assignable / transferable to any successor entity of the Bank.

The license shall specifically include right:

- A. To Use. (i) to use the executable code version of the Solution and all Enhancements, Updates and New Versions made available from time to time solely for business operations of the Bank; (ii) to use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank; (iii) to use the technical Training Materials for purposes of supporting Users; (iv) to use the executable code version of the Software and all Enhancements, Updates and New Version made available from time to time for Test and Development, Training, Near DR, Disaster Recovery Site of the Bank.
- B. To Copy. (i) to copy the Software that operates on server systems to support the users of the Bank; (ii) to make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and (iii) to copy the Program Documentation to support its Users.
- C. To work as interface: (i) to work with other Application Software packages at the Bank as interface; (ii) to allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Platform, such modification or change has to be carried out by the Vendor free of any additional License charge or fees or expenses.

D. The grant of license by the Vendor herein shall be for processing the internal business of the Bank or its permitted affiliates and does not, without limitation, include the rights to reverse engineer, reverse compile or otherwise arrive at the source code of the Software nor does it include the rights to sell, lease, license, sublicense or otherwise transfer, convey or alienate the software for commercial consideration to any person.

Except as specifically agreed by and between Vendor and Bank, the ownership of all rights, title and interest, including without limitation, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, software and documentation are and shall at all times remain with the Vendor or its Licensors and be the sole and exclusive property of the Vendor or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent Agreement shall be construed as conveying by the Vendor or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein shall be construed to preclude the Vendor from owing, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software.

E. Rights: The Vendor shall ensure that the software does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Vendor shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the software in accordance with the terms of this Tender and subsequent Agreement and the license agreement; or (ii) modify the software without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the software with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software and bear the incremental costs of procuring a functionally equivalent software from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Vendor to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Vendor shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Vendor, despite notice of such failure by the Vendor in writing, (ii) any change, not made by or on behalf of the Vendor, to some or all of the software/deliverables supplied by the Vendor or modification thereof, provided the infringement is solely on account of that change ; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Vendor of such misuse in writing.

Vendor is the Prime Vendor for purposes of all deliverables and services, with the single-point responsibility for the same. Should the solution provided by the Vendor be infringing, it would have a serious business impact on the business of the Bank.

Therefore, the Vendor should take responsibility of its actions. Even if Bank would have used the deliverables before the infringement was noticed, legally each such



use constituted infringement and therefore the Vendor is in breach of the Vendor's warranty and obligation.

### **Right to Alter Quantities**

The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. 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

### **Escrow Mechanism**

The Bank and the Vendor 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 Vendor to the Bank in order to protect its interests in an eventual situation. In case of a disagreement between the Bank and the Vendor 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 Vendor. The Bank and the Vendor 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 Vendor. As a part of the escrow arrangement, the final selected Vendor is also expected to provide a detailed code documentation.

### **Additional Requirement**

The price payable to the Vendor shall be inclusive of carrying out any modifications changes / upgrades to the application and other software or equipment that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes (including any changes suggested in VAPT observations) arising during the subsistence of the contract / agreement, and the Bank shall not pay any additional cost for the same. VAPT need to be conducted by vendor and bank at period intervals during the contract period. The cost for VAPT carried out at bidder's end shall be borne by the bidder only.



## Annexure 14 – Service Levels

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 updating the changes suggested by RBI/ Govt. of India/ regulatory authorities towards compliance within a timelines stipulated by the regulators, as part of ATS at no extra cost to bank for the entire contract period. Any delay in meeting the timelines would result in penalty. The penalty amount may be the amount, imposed by Regulators on Bank's due to non-compliance of the changes in the Application. This penalty amount will be over and above the capping of 10% SLA charges of Monthly ATS Charges.
- Vendor will have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis. Application (As a whole / any module of the application) availability will be 99.5% on 24x7x365. The penalty will be calculated as per the details given below.
- Penalties will be applicable due to downtime of software/application and will not be attributed to the bidder on account of any external dependency due to any problem in OS/Hardware/Network etc.

**Uptime percentage** - 100% less Downtime Percentage

**Downtime percentage** - Unavailable Time divided by Total Available Time, calculated on a monthly basis.

**Total Available Time** – 24 hrs per day for seven days a week excluding planned downtime

**Unavailable Time** - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage	Penalty Details
A >= 99.5%	No Penalty
99.0% =< A < 99.5%	2% of cost of monthly ATS charges
98.5% =< A < 99%	5% of cost of monthly ATS charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of monthly ATS charges 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 quarter payment. The SLA charges will be subject to an overall cap of 10% of the Monthly ATS Charges and thereafter, Bank has the discretion to cancel the contract. If Vendor materially fails to meet an





uptime of 99.50% for three (3) consecutive months, the Bank may have the right to terminate the contract. In case if there is no pending invoices to be paid by the Bank to the vendor, the vendor has to submit a pay order / cheque payable in favor of Bank for the same within 15 days from the notice period from the Bank.

#### **Availability Service Level Default**

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.5%), as measured on a monthly basis.

**Note:** Solution downtime occurring due to factors attributable to the bank and acknowledged by Bank will not impact the SLA.

#### **Resource Availability:**

The penalty will be applied on the absence of any on-site support engineer without suitable replacement. Penalty calculation details for absenteeism is as under:

**Penalty Amount = (Quarterly cost of resource / Total Number of Bank working days in that quarter) x Number of days on leave / absence**

Payment will be proportionate to attendance.

### Annexure 15 – Masked Commercial Bid

S No.	Description	One Time Cost (Rs.)	Year-1 Amount (Rs.)	Year-2 Amount (Rs.)	Year-3 Amount (Rs.)	Year-4 Amount (Rs.)	Year-5 Amount (Rs.)	Total Amount (Rs.)	GST Amount (Rs.)	GRAND TOTAL AMOUNT (Rs.)
<b>1</b>	<b>License Cost</b>									
a	AML Enterprise Perpetual License Cost for Baroda Gujarat Gramin Bank	0.00	NA	NA	NA	NA	NA	0.00	0.00	0.00
b	AML Enterprise Perpetual License Cost for Baroda Rajasthan Kshetriya Gramin Bank	0.00	NA	NA	NA	NA	NA	0.00	0.00	0.00
c	AML Enterprise Perpetual License Cost for Baroda UP Bank	0.00	NA	NA	NA	NA	NA	0.00	0.00	0.00
	<b>TOTAL LICENSE COST [A]</b>	<b>0.00</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>2</b>	<b>Implementation Cost</b>									
a	AML Implementation cost for Baroda Gujarat Gramin Bank	0.00	NA	NA	NA	NA	NA	0.00	0.00	0.00
b	AML Implementation cost for Baroda Rajasthan Kshetriya Gramin Bank	0.00	NA	NA	NA	NA	NA	0.00	0.00	0.00
c	AML Implementation cost for Baroda UP Bank	0.00	NA	NA	NA	NA	NA	0.00	0.00	0.00
	<b>TOTAL IMPLEMENTATION COST [B]</b>	<b>0.00</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>3</b>	<b>Annual Technical Support (ATS) Cost</b>									
a	ATS Cost for Baroda Gujarat Gramin Bank	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b	ATS Cost for Baroda Rajasthan Kshetriya Gramin Bank	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c	ATS Cost for Baroda UP Bank	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL ATS COST [C]</b>	<b>NA</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>4</b>	<b>On-site Resource Cost</b>									
a	L1 Resources- One resource, common for all -3- RRBs at DC site Hyderabad	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b	L2 Resources- One resource, common for all -3- RRBs at DC site Hyderabad	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL RESOURCE COST [D]</b>	<b>NA</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>5</b>	<b>Training Cost</b>									
a	Training Cost (E) - Training to be conducted at RRBs locations for -3- RRBs and DC, Hyderabad	0.00	NA	NA	NA	NA	NA	0.00	0.00	0.00
<b>6</b>	<b>Any other Charges</b>									
a	Any Other Charges (F) - Applicable if any for all -3- RRBs (detailed break-up in separate sheet to be provided)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total Cost (A+B+C+D+E+F)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Total Cost of Ownership (TCO) for 5</b>									<b>₹ 0.00</b>

#### We abide by following terms and conditions:

- All prices to be quoted in Indian Rupee (INR) only and should be inclusive of all taxes, duties, levies, GST etc.
- Price Bid should be comprise values only upto 2 decimal places. For the evaluation purpose, Bank will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places. In case of discrepancy between figures and words, the amount in words shall prevail. The Bidder has to make sure all the arithmetical calculations are accurate and Bank should not be held responsible for any incorrect calculations. However for the purpose of calculation, Bank will take the corrected figures / cost. The Price Bid submitted with an adjustable quote will be treated as non-responsive and Bid will be rejected.

- c) The Bidder should provide the commercial for every line items where the Bidder has considered the cost in the BOM. Any extra components/ item/service if required for fulfilling the scope, the bidder is required to factor the same in above mentioned line items only. 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 additional 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.
- d) There shall be no escalation for prices during the currency of 5 years contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- e) The ATS period will get started from the go-live signoff date (date of completion of successful installation) by Bank Officials and will be valid for 5 years. The successful bidder need to provide a back-to-back support arrangement certificate from the Original Software Developer (OSD).
- f) The successful Bidder has to change or upgrade the software/application for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, NPCI, IBA etc. at no extra cost to the Bank.
- g) All the payments will be released by RRBs as per the payment terms on submission of invoices along with all supporting documents duly stamped and signed by Project Managers of the successful bidder and Bank officials. Bank will deduct applicable TDS, if any, as per the law of the land. The successful bidder needs to provide the OSD certificates for all the software & licenses supplied to the Bank for releasing the payments. On-site Resource cost is an optional item and payable quarterly in arrears if bank opt. Payment will be proportionate to attendance for On-site resource.
- h) In the case of additional licenses / resources desired by the Bank, the Bank can place the order for additional 25-30% of the over and above the quantity for which Order is placed with a particular bidder.
- i) 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.
- j) Bank reserves the right to disqualify the Bidder in case of any deviation observed in the commercial Bid.

We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name

## Annexure 16 – Commercial Bid

S No.	Description	One Time Cost (Rs.)	Year-1 Amount (Rs.)	Year-2 Amount (Rs.)	Year-3 Amount (Rs.)	Year-4 Amount (Rs.)	Year-5 Amount (Rs.)	Total Amount (Rs.)	GST Amount (Rs.)	GRAND TOTAL AMOUNT (Rs.)
<b>1</b>	<b>License Cost</b>									
a	AML Enterprise Perpetual License Cost for Baroda Gujarat Gramin Bank	0.00	NA	NA	NA	NA	NA	0.00	0.00	0.00
b	AML Enterprise Perpetual License Cost for Baroda Rajasthan Kshetriya Gramin Bank	0.00	NA	NA	NA	NA	NA	0.00	0.00	0.00
c	AML Enterprise Perpetual License Cost for Baroda UP Bank	0.00	NA	NA	NA	NA	NA	0.00	0.00	0.00
	<b>TOTAL LICENSE COST [A]</b>	<b>0.00</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>2</b>	<b>Implementation Cost</b>									
a	AML Implementation cost for Baroda Gujarat Gramin Bank	0.00	NA	NA	NA	NA	NA	0.00	0.00	0.00
b	AML Implementation cost for Baroda Rajasthan Kshetriya Gramin Bank	0.00	NA	NA	NA	NA	NA	0.00	0.00	0.00
c	AML Implementation cost for Baroda UP Bank	0.00	NA	NA	NA	NA	NA	0.00	0.00	0.00
	<b>TOTAL IMPLEMENTATION COST [B]</b>	<b>0.00</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>3</b>	<b>Annual Technical Support (ATS) Cost</b>									
a	ATS Cost for Baroda Gujarat Gramin Bank	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b	ATS Cost for Baroda Rajasthan Kshetriya Gramin Bank	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c	ATS Cost for Baroda UP Bank	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL ATS COST [C]</b>	<b>NA</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>4</b>	<b>On-site Resource Cost</b>									
a	L1 Resources- One resource, common for all -3- RRBs at DC site Hyderabad	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b	L2 Resources- One resource, common for all -3- RRBs at DC site Hyderabad	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL RESOURCE COST [D]</b>	<b>NA</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>5</b>	<b>Training Cost</b>									
a	<b>Training Cost (E)</b> - Training to be conducted at RRBs locations for -3- RRBs and DC, Hyderabad	0.00	NA	NA	NA	NA	NA	0.00	0.00	0.00
<b>6</b>	<b>Any other Charges</b>									
a	<b>Any Other Charges (F)</b> - Applicable if any for all -3- RRBs (detailed break-up in separate sheet to be provided)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Total Cost (A+B+C+D+E+F)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Total Cost of Ownership (TCO) for 5</b>									<b>₹ 0.00</b>

### We abide by following terms and conditions:

- All prices to be quoted in Indian Rupee (INR) only and should be inclusive of all taxes, duties, levies, GST etc.
- Price Bid should be comprise values only upto 2 decimal places. For the evaluation purpose, Bank will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places. In case of discrepancy between figures and words, the amount in words shall prevail. The Bidder has to make sure all the arithmetical calculations are accurate and Bank should not be held responsible for any incorrect calculations. However for the purpose of calculation, Bank will take the corrected figures / cost. The Price Bid submitted with an adjustable quote will be treated as non-responsive and Bid will be

rejected.

- c) The Bidder should provide the commercial for every line items where the Bidder has considered the cost in the BOM. Any extra components/ item/service if required for fulfilling the scope, the bidder is required to factor the same in above mentioned line items only. 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 additional 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.
- d) There shall be no escalation for prices during the currency of 5 years contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- e) The ATS period will get started from the go-live signoff date (date of completion of successful installation) by Bank Officials and will be valid for 5 years. The successful bidder need to provide a back-to-back support arrangement certificate from the Original Software Developer (OSD).
- f) The successful Bidder has to change or upgrade the software/application for ensuring the compliance to statutory, regulatory guidelines from RBI, TRAI, IRDA, NPCI, IBA etc. at no extra cost to the Bank.
- g) All the payments will be released by RRBs as per the payment terms on submission of invoices along with all supporting documents duly stamped and signed by Project Managers of the successful bidder and Bank officials. Bank will deduct applicable TDS, if any, as per the law of the land. The successful bidder needs to provide the OSD certificates for all the software & licenses supplied to the Bank for releasing the payments. On-site Resource cost is an optional item and payable quarterly in arrears if bank opt. Payment will be proportionate to attendance for On-site resource.
- h) In the case of additional licenses / resources desired by the Bank, the Bank can place the order for additional 25-30% of the over and above the quantity for which Order is placed with a particular bidder.
- i) 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.
- j) Bank reserves the right to disqualify the Bidder in case of any deviation observed in the commercial Bid.

We hereby undertaking to the bank to comply with the secrecy provision pursuant to provision of Banking Regulation Act, 1949 and other applicable laws. Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

Authorized Signatory

Name:

Designation:

Vendor's Corporate Name



## **Annexure 17 – Declaration/undertaking for Information & Cyber Security Controls**

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

To  
Chief General Manager (IT)  
Bank of Baroda  
Baroda Sun Tower  
Bandra Kurla Complex  
Bandra (E), Mumbai 400 051

Sir,

### **Sub: Request for Proposal for Supply, Implementation & Support of Anti-Money Laundering (AML) Solutions for Bank of Baroda sponsored RRBs.**

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 the Information and cyber security controls as per Bank's and Regulatory Authorities IT Security Guidelines on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.

We ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank

We abide with all clauses of Bank's Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #





## Annexure 18 – Integrity Pact

### PRE CONTRACT INTEGRITY PACT

**(TO BE STAMPED AS AN AGREEMENT on the Non judicial stamp paper of Rs.600/-)**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_.

Between

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".

#### **Preamble**

BOB is one of the nationalized PSU Bank having its presence through its 8100+ of branches and 95+ administrative offices throughout India and 15+ 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).

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)**

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
  - a. The 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.
  - b. The 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.
  - c. The Bidder(s) will not commit any offence under the relevant IPC/ PC Act; further the 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.
  - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(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).
  - e. The 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.
  - f. 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.
- 2) The 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), 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) from the tender process or take action as per law in force.

#### **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**

- 1) 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.
- 2) 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 / Subcontractors**

- 1) In case of Sub-contracting, the Principal Contractor (Bidder) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The BOB will enter into agreements with identical conditions as this one with all Bidders.
- 3) 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)/Subcontractor(s)**

If the BOB obtains knowledge of conduct of a Bidder or Subcontractor, or of an employee or a representative or an associate of a Bidder or Subcontractor 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 competent and credible Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri Umesh Kumar (email id: umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi (email id sandeeptrip.ifs@gmail.com) the task of the Monitors 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 as confidential.
- 3) The 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-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(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 - 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 contract has been awarded. Any violation of the same would entail disqualification of 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 Annexures, the Clause in the Integrity Pact will prevail.

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

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

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness1:

(Name & Address)

\_\_\_\_\_

Witness2:

(Name & Address)

\_\_\_\_\_

**Annexure 19 – Performance Guarantee**

**BANK GUARANTEE**

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To  
Chief General Manager (IT)  
Bank of Baroda  
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 Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favor 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 it's ..... Office at ..... and a branch interalia 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 / SLA 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 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 enforce 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 favor 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

**NOTE:**

1. VENDOR 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.
3. BANK GUARANTEE IF SUBMITTED, SHOULD BE ACCOMPANIED WITH COPY OF THE SFMS TRANSMITTED AT THE TIME OF ISSUE OF BANK GUARANTEE. AS PER IBA NOTIFICATION NO. PS&BT/GOVT/2305 DATED 16-MAR-2016 ALONG WITH MINISTRY OF FINANCE, GOVERNMENT OF INDIA CIRCULAR F.NO.7/112/2011-BOA DATED 08-MAR-2016 WITH RESPECT TO SENDING BANK GUARANTEE ADVICES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS), IT IS NECESSARY TO CONFIRM THE AUTHENTICITY OF THE BANK GUARANTEES (BG) BY SFMS MESSAGE. THE SFMS SHOULD BE SENT TO FOLLOWING BRANCH:  
BRANCH NAME & ADDRESS: BANK OF BARODA, BKC BRANCH, C-26, G-BLOCK, BARODA CORPORATE CENTER, BANDRA EAST, MUMBAI-400051  
IFSC CODE: BARB0BANEAS (FIFTH LETTER IS "ZERO")
4. VENDOR SHOULD ENSURE THAT THE BANK GUARANTEE SHOULD CONTAIN ALL TERMS & CONDITIONS AS PER THIS FORMAT. BANK GUARANTEE SUBMITTED WITH ANY RIDER OR DEVIATION TO THE STIPULATED TERMS & CONDITIONS WILL NOT BE ACCEPTED.

**Annexure 20 – SERVICE LEVEL AND NON DISCLOSURE AGREEMENT  
FORMAT**

*(To be execute with all three RRBs separately- RRBs specific changes should be done while execution)*

This Agreement is made in Mumbai this..... Day of ..... 20... by and between BANK OF BARODA/RRB, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

**AND**

\_\_\_\_\_, a company incorporated under the Companies Act 1956/ 2013, India, having its registered office at \_\_\_\_\_, hereinafter referred to as “the Service Provider” (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Service Provider hereinafter are individually referred to as “Party” and collectively as “Parties”)

**WHEREAS**

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/ offices overseas including branches of our subsidiaries, distributed in 15+ countries. Bank desires to select a Service Provider for Supply, Implementation & Support of Anti-Money Laundering (AML) Solution at Bank sponsored RRBs and had invited offers.

In response to RFP no ----- dated ----- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of providing Anti-Money Laundering (AML) Solution. It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly Bank has issued a -----.

It was a condition in the RFP that the Parties would enter into a Service Level and Non-Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS**

**1. DEFINITIONS**

- I. Bank, BOB means ‘Bank of Baroda’
- II. ATP means Acceptance Test Procedure

- III. ATS means Annual Technical Support
- IV. BFSI means Banking, Financial services and Insurance
- V. DC Means Data Centre
- VI. DR Means Data Recovery Centre
- VII. MSP means Managed Service Provider of the Bank.
- VIII. SLA means Service Level Agreement
- IX. Total Cost of Ownership (TCO)
- X. SPOC means Single Point of Contact

## **2. TERM**

This Agreement shall come into force on \_\_\_\_\_ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

## **3. SCOPE OF SERVICE**

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

## **4. STANDARDS**

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

## **5. Code of Ethics**

M/s \_\_\_\_\_, (Vendor/Service Provider/Supplier/ Consultant/Contractor) agrees to comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract

## **6. Contract Period**

(Terms mentioned in the RFP)

## **7. DELIVERY**

(Terms mentioned in the RFP)

## **8. Supply, Installation, Testing, Commissioning & Acceptance (SITC)**

(Terms mentioned in the RFP)

## **9. Warranty**

(Terms mentioned in the RFP)

## **10. DOCUMENTATION**

The Service Provider shall supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English/Hindi.

## **11. SINGLE POINT OF CONTACT & DIRECT SUPPORT**

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No...

Escalation matrix for support should also be provided with full details.

## **12. PAYMENT TERMS**

The method and conditions of payments to be made to the successful bidder shall be:  
(Terms mentioned in the RFP)

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released on submission of relevant documents as per payment terms mentioned in the RFP document.

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 bidder 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.

## **13. SET-OFF**

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

## **14. 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 this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

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

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



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 BANK 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:

- i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. 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 Agreement.
- iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. 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 code of 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 labor legislations.
- vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- viii. 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 BANK and communicated to the Service Provider from time to time.
- ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- x. shall be liable to BANK 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 while providing the services to the BANK.

- xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.

## 15. CONFIDENTIALITY

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider 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 Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider 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 Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.

b. Service Provider 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 Service Provider.

c. Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

d. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider 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 Service Provider or its affiliates.

e. Service Provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement 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.

However the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
  - ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure ;
  - iii. Was disclosed or parted with the prior consent of BOB;
  - iv. Was acquired by Service Provider 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 Service Provider 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 Service Provider 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.

Notwithstanding above, bob shall take all the reasonable care to protect all the confidential information of service provider delivered to BOB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

## **16. INDEMNITY**

The Service Provider 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:

- Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or

- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and
- Cooperates with the Service Provider in the defense and settlement of the claims.

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider 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 Service Provider, 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 Service Provider, 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 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 Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

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

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

In the event of Service Provider 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 Service Provider under this project.

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

## **17. 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 rights to use of the deliverables in favor of bank.

## **18. PERFORMANCE GUARANTEE**

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----/- (Rupees \_\_\_\_\_ Only) in favor of BOB from any Scheduled Commercial Bank in India other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of 60 months (5 years) with additional claim period of three months after expiry of validity period.

## **19. TERMINATION**

In following events Bank shall terminate this assignment or cancel any particular order if service provider:

Breaches any of its obligations set forth in this agreement and such breach is not cured within 15) Working Days after Bank gives written notice; or

- Failure by Service Provider to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or



- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceeds more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason 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 60 days prior notice in writing.

### **Effect of termination**

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bob 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 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 Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

- The rights granted to Service Provider shall immediately terminate.
- 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 Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.

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

## **20. 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.

## **21. LAW, JURISDICTION AND DISPUTE RESOLUTION**

This Agreement shall be governed and construed and enforced in accordance with the laws of India. 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.

## **ARBITRATION**

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider 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 Service Provider and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) 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.

- e) The place of arbitration shall be Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- f) 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.

## **22. AUDIT**

All Service Provider records with respect to any matters covered by this Agreement 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 Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to 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.

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 Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

## **23. LIMITATION OF LIABILITY**

Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement 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.

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

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 Service Provider as part of procurement under the Agreement.

Under no circumstances BOB shall be liable to the Service Provider 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 the respective 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.

#### **24. PUBLICITY**

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

#### **25. INDEPENDENT ARRANGEMENT**

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement 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 Bank or Affiliate thereof.

#### **26. SUBCONTRACTING**

The Service Provider 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 Bank.

#### **27. ASSIGNMENT**

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider'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 Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

#### **28. NON – SOLICITATION**

The Service Provider, 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.



The above clause shall not be applicable in case the recruitment done through public advertisement.

## **29. 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 contract. 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.

## **30. FORCE MAJEURE**

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

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

### **SURVIVAL:**

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

**31. MISCELLANEOUS**

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

**If to the Bank of Baroda:**

The Chief General Manager (IT)  
Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051  
ATTN: Assistant General Manager (IT)

**If to the ... ..**

Address \_\_\_\_\_

ATTN: \_\_\_\_\_

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP \_\_\_\_\_, offer document and Purchase Order etc., and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.



The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For Bank of Baroda

For

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Name:**

**Designation:**

**Designation:**

**Witness 1 :**

**Witness 1 :**

**Witness 2 :**

**Witness 2 :**