



RFP cum Additional Terms

**Request for Proposal
for Supply, Implementation & Support of Trade
Origination Automation Platform (Front Office
& Mid/Back Office) for Trade Finance Business
Function of International Centers**

Bank of Baroda

Bid Number: GEM/2023/B/4260765

28th November 2023

[A] Important Dates:

#	Particulars	Timeline
1	RFP Issuance Date	28th November 2023
2	RFP Coordinator Name, Contact details (Bank)	<ol style="list-style-type: none"> 1. Mr. Sukhpal Singh, Sr. Manager (IT) 2. Contact No. - 022-6845-0842 / 0844 3. Email: rfp.it.procurement@bankofbaroda.co.in 4. Postal Address: The Chief Manager (IT Procurement), Bank of Baroda, 603-604, 6th Floor, Kohinoor Square, N.C. Kelkar Marg, R.G. Gadkari Chowk, Shivaji Park, Mumbai – 400028.
3	Pre-bid Meeting details	<ul style="list-style-type: none"> ○ Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on 7th December 2023 at 03:00 PM. ○ Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on rfp.it.procurement@bankofbaroda.com by 05:00 PM on 6th December 2023 along with pre-bid queries. ○ 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. ○ Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.
4	Last Date of Submission of RFP Response (Closing Date)	04:00 PM on 19th December, 2023 Mode: Online (on GeM Portal)
5	Eligibility Cum Technical Bid Opening Date	4:30 PM on 19th December, 2023 Mode: Online Bidders are mandatorily requested to send bid submission confirmation through email on rfp.it.procurement@bankofbaroda.com id <u>after RFP submission time is over.</u>
6	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The opening of the commercial bid would be communicated separately to the technically eligible Bidders.
7	Application Money	"Not Applicable"
8	Bid Security (Earnest Money Deposit)	Rs. 20,00,000/- (Twenty Lakhs Only)
9	Mode of bid submission	Mode: Online on GeM Portal

10	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'
2. BFSI means Banking, Financial services and Insurance
3. IA means Intelligent Automation
4. AI means Artificial Intelligence
5. NLP means Natural Language Processing
6. NLG means Natural Language Generation
7. NLU means Natural Language Understanding
8. RPA means Robotic Process Automation
9. BDL means Big Data Lake
10. SME means Subject Matter Expert
11. BRD Means Business Requirements Document or Business Specification Requirement Document
12. DC Means Data Centre
13. DR Means Data Recovery Centre
14. EMD means Earnest Money Deposit
15. MSP means Managed Service Provider of the Bank.
16. NDA means Non-Disclosure Agreement
17. NPV mean Net Present Value
18. OTC means One Time Cost
19. Proposal, Bid means "Response to the RFP Document"
20. Recipient, Respondent, Bidder, means the respondent to the RFP document
21. RFP means the Request For Proposal document
22. SI Means System Integrator
23. SP Means Service Provider
24. SLA means Service Level Agreement
25. SOP means Standard Operating Procedure
26. SPOC means Single Point of Contact
27. Tender means RFP response documents prepared by the bidder and submitted to Bank of Baroda

28. TCO means Total Cost of Ownership

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.

Contents

1. Introduction	8
2. Project overview and scope of work	8
3. Contract period	8
4. Pre-Qualification for Submission of Bid	8
5. Bid Security (Earnest Money Deposit)	9
6. Preference to make in India initiative	10
7. Performance Guarantee	10
8. Payment Terms	11
9. Sub - Contracting:.....	14
10. Service Level Agreement and Non-Disclosure Agreement:.....	14
11. Compliance with Laws:	14
12. Termination:	15
13. Grievance Redressal and Dispute Resolution:	15
14. Dispute Resolution:	16
15. Governing Laws:.....	16
16. Prevention of Corrupt and Fraudulent Practices:	16
17. Authorized Signatory:	17
18. The bid submission by related parties:	17
19. Right to Reject Bids:.....	17
20. General Terms and conditions	18
22. Information Confidentiality:	24
23. Disclaimer.....	24
Annexure 01 - Guidelines for submission details	26
Annexure 02 –Evaluation Terms	29
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	38
Annexure 04 – Bid Security Letter	40
Annexure 04A – Bid Security Declaration Form	42
Annexure 05- Bid Security Form.....	44
Annexure 06 – Undertaking from the Bidder	48

Annexure 07–Pre-Bid Queries Form.....	50
Annexure 08–Conformity Letter.....	51
Annexure 09 - Letter of Undertaking from OEM	52
Annexure 10–Undertaking of Information Security.....	53
Annexure 11 – Project Details (Scope of Work)	54
Annexure 12–Service Levels.....	82
Annexure 13–Masked Commercial Bid	84
Annexure 14 – Commercial Bid	89
Annexure 15 – Binding Criteria for Technical Presentation	95
Annexure 16 - Performance Guarantee	96
Annexure 17 - Bank Guarantee for early release of retention money.....	100
Annexure 18 – Sizing Requirement	103
Annexure 19 – Integrity Pact	105
Annexure 20 - Service Level and Non-Disclosure Agreement Format	110
Annexure 21 - Declaration/ undertaking from bidder to comply with the Information and cyber security controls.....	125

1. Introduction

Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8,100+ branches in India and 95+ branches/offices overseas including branches of our subsidiaries, distributed in 15+ countries.

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 Trade Origination Automation Platform (Front Office Trade Portal for Customer & Branch initiation and Mid/Back Office) for Trade Finance Business function of International Centers for the period of 5 years.

2. Project overview and scope of work

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a bidder for Supply, Implementation & Support of Trade Origination Automation Platform (Front Office Trade Portal for Customer & Branch initiation and Mid/Back Office) for Trade Finance Business function of International Centers for a period of 5 Years. The detail scope of work is mentioned in the Annexure - 11. 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 starting from date of the Purchase Order till -5- years from the Go-Live Sign-off date given 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 Bidder. The Bank will have the right to renegotiate these prices at the end of the contract period.

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 - 11, may submit their bid through Government e Marketplace (GeM) on or before the last date of bid submission.

Bids submitted by any other means other than bid submission in Government e Marketplace (GeM) will not be accepted by the Bank.

5. Bid Security (Earnest Money Deposit)

- a. Bidders are required to give an earnest money deposit of an amount as at the time of submission of the bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)" shall be paid through electronic mode or a Bank Guarantee (Annexure 05 – Bid Security Form) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

- ✓ **Account Number-29040400000417**
- ✓ **Account Name – Bank of Baroda**
- ✓ **Branch- BKC, Mumbai**
- ✓ **IFSC- 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. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

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.

b. 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 issued by Ministry of MSME Govt of India 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 exemption, firms should necessarily enclose a valid copy of registration certificate issued by Ministry of MSME Govt of India / DPIIT 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 document. MSE/Startup firms which are in the process of obtaining MSME / DPIIT certificate will not be considered for EMD 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.

6. 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 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-11 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-11 of the RFP, then Commercial bids of all technically eligible bidders will be opened.

7. Performance Guarantee

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 - 17 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 nationalized Bank or schedule commercial bank only, other than Bank of Baroda.

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.

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.

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.

8. Payment Terms

The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the Bidder in the price bid against such activity / item. The payment will be released as per the payment structure below: -

a) Implementation Cost (OTC) –

Below pay-out structure is to be followed/applicable per centre for all -9- individual centre on successful of various key mile-stones as under:

- Scope of Work (SoW) Sign-Off
- User Acceptance Test (UAT) Sign-Off
- Go-live Sign-Off

Payment will be released towards successful completion of each milestone for respective centre as per the commercial line item. The pay-out structure for each centre will be as under:

- 20% of the Implementation Cost plus applicable tax after successful SOW Completion/Closure Sign-Off for the respective centre. The required documents are to be provided along with original invoice are as under:
 - Key Milestone Sign-off (At Center Level) - Copy of SOW Completion/Closure Sign-off from the respective centre wherein Head/Deputy Head of the respective centre is/are one/part of the Signatory along with other Key stake holders of the respective centre.
 - Key Milestone Sign-off (at India Level) - Joint signature of Bank Project Manager & Bidder Representative towards SOW Completion/Closure Sign-off for respective centres (Original document – at India level).
- 50% of the Implementation Cost, plus applicable tax, after successful completion of UAT Sign-Off for the respective centre. The required documents are to be provided along with original invoice are as under :

- Key Milestone Sign-off (at Center Level) - Copy of UAT Sign-off from respective Centre wherein Head/Deputy Head of the respective centre is/are one /part of the Signatory, along with other Key stake holders of the respective centre.
- Key Milestone Sign-off (At India Level) - Joint signature of Bank identified Project Manager and Bidder representative towards successful completion of UAT milestone for the respective centre (Original document – at India level).
- 30% of the Implementation Cost plus, applicable tax, after successful completion of Go-live Sign-off for the respective centre. The required documents to be provided, along with original invoice are as under :
 - Key Milestone Sign-off (at Center Level) - Copy of Go-live Sign off. from respective Centre wherein Head/Deputy Head of the respective centre is/are one/part of the Signatory along with other Key stake holders of the respective centre.
 - Key Milestone Sign-off (At India Level) - Joint signature of Bank identified Project Manager and Bidder representative towards successful completion of Go-live milestone for the respective centre (Original document – at India level).

Note: Operational issues, if any will be part of managed Services and not part of Go-Live Sign-Off.

b) Software Licenses Cost & Any other Software License Cost (for DC,DR,SIT/UAT) OTC – One-time cost).

The Solution is proposed to be Centrally Hosted at Global Data Center in India. Payments towards this component shall be based on sign-off at India Level where in Bank's identified Project Manager along with Bidder's representative. Also, copy of sign-off from Center, related to implementation progress, shall be used as part of release of payment.

- Delivery of all Software License
- Go-Live of at least two Centers
- Go-Live Sign-Off from all Centers or against submission of Bank Guarantee

The detailed Pay-out structure towards this line item will be as under –

- i. 40% of the license cost on delivery of Software Licenses plus applicable tax (wherever applicable) at actuals. The required documents to be provided along with original invoice are as under :
 - Original delivery Challans duly stamped and signed by the Bank's Official (at India level).

- Key Milestone Sign-off (at India Level) - Joint signature of Bank identified Project manager & Bidder representative (Original document – at India level).
- ii. 50% of the license cost after Successful Go-live of at least two centers. The required documents to be provided along with original invoices are as under :
 - Key Milestone Sign-off (at Center Level)– Copy of Go-Live Sign-off from the respective center where in Head/Deputy Head of the respective center is/are one/part of the Signatory along with other key Stake holders of the respective center.
 - Key Milestone Sign-off (at India Level) - Joint signature of Bank identified Project Manager & Bidder Representative towards Go-live sign off (Original document – at India level).
- iii. 10% of the license cost after Go-Live Sign-off from respective Center or after submission of the Bank Guarantee towards the amount under this stage. In case the payment will be released only after Go-Live Sign-off, then the required documents to be provided along with original invoice are as under :
 - Key Milestone Sign-off (at Center Level) - Copy of Go-Live Closure Sign-off from the respective center where in Head/Deputy Head of the respective center is/are one/part of the Signatory along with other key stake holders of the respective center.
 - Key Milestone Sign-off (at India Level) - Joint signature of Bank identified Project Manager & Bidder Representative towards Go-live closure Sign-off of respective centers (Original document – at India level).

Note: Operational issues, if any will be part of managed Services and not part of Go-Live Sign-Off /Go-live Closure Sign-off.

c) Training Cost:

100% payment shall be released post completion of this milestone. Bidder should provide training session for respective centre and provide training material, along with separate user Operational manual (functional & technical) for respective Centre. Technical manual to include details of Implementation, Integration, customization, API's, Troubleshooting, SOP (Standard Operating procedure). The required documents to be provided along with original invoices are as under:

- a) Key Milestone Sign-off (at Center Level) – Copy of Sign-off towards successful completion of training from the respective center wherein Head/Deputy Head of the respective center is/are one/part of the Signatory along with other stake holders of the center.
- b) Key milestone Sign-off (at India Level) - Joint signature of Bank identified Project Manager & Bidder Representative towards successful completion of training of respective centers (Original document – at India level).

Note: Payment will be made at a time for all centers together post successful completion of training for all centers.

- d) **Annual Technical support and Regulatory Changes** – Payable quarterly in arrear against receipt of satisfactory service report of previous quarter from the Bank's Project / Operation Manager & Bidder representative.
- e) **Onsite Technical Support Charges** – After successful completion of the implementation & integration phase, the Bidder is liable to provide onsite support to bank as & when required during the tenure of 5 years contract period. Cost is Payable quarterly after successful completion of service/support delivered with proof of deliverables duly sealed & signed by Bank's identified Project Manager & Bidder representative where the service/support was delivered.

There shall be no escalation in the prices once the prices are fixed and agreed to, by the Bank and the Bidder. The payment will be released from IT Department, BCC as per the payment terms on submission of related documents.

The Bank will pay invoices within a period of 30 days from the date of receipt of accepted 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 30 days from the date the dispute stands resolved. There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the vendors. But, any benefit arising out of any subsequent reduction in the prices due to reduction in duty & taxes after the prices are fixed and before the delivery should be passed on to the Bank.

9. Sub - Contracting:

The selected service provider/ vendor 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.

10. Service Level Agreement and Non-Disclosure Agreement:

The successful bidder shall execute a) Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) (As per Annexure - 21), which contained 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 and provide the same along with acceptance of Purchase Order.

All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder as per article 63 Works Contract of Maharashtra Stamp Act.

11. 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.

12. Termination:

Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.

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.

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.

13. Grievance Redressal and Dispute Resolution:

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. 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

14. Dispute Resolution:

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.

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.

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.

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

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

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.

15. 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.

16. Prevention of Corrupt and Fraudulent Practices:

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.

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

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

17. 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.

18. 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.

19. 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.

20. General Terms and conditions

- 20.1. 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.
- 20.2. 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.

- 20.3. 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.
- 20.4. 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.
- 20.5. 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.
- 20.6. 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.
- 20.7. 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.
- 20.8. 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 acknowledge 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.
- 20.9. 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
- 20.10. Only one submission of response to RFP by each Respondent will be permitted.
- 20.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 20.12. 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.
- 20.13. 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.
- 20.14. 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.
- 20.15. All responses received after the due date/time would be considered late and would be liable to be rejected. Govt 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.
- 20.16. 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.
- 20.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 20.18. All questions relating to the RFP, technical or otherwise, must be in writing and addressed to the RFP Coordinator. 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.
- 20.19. 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.
- 20.20. Respondents should invariably provide details of their email address (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.
- 20.21. 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.
- 20.22. Bidder should submit their Eligibility Cum Technical and Commercial bids through online GeM portal.
- 20.23. 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
- 20.24. 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.
- 20.25. 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.
- 20.26. 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.

- 20.27. 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.
- 20.28. 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.
- 20.29. 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.
- 20.30. 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.
- 20.31. 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.
- 20.32. 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.
- 20.33. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed 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.
- 20.34. 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

- 20.35. 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.
- 20.36. 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.
- 20.37. 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;
- 20.38. 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.
- 20.39. 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
- 20.40. 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.
- 20.41. The Bank reserves the right to extend the dates for submission of responses to this document.

- 20.42. 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.
- 20.43. 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.
- 20.44. 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
- 20.45. 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.
- 20.46. 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.
- 20.47. 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.
- 20.48. 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.
- 20.49. 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.

20.50. 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.

21. Information/Cyber-Security Measures/Controls for selected SP:

The Bidder and third party Service Provider (SP) need to provide an undertaking on their letter head as per Annexure 22 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.

22. 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.

23. 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 cum Technical Bid to contain the following (All the Documents should be signed / digitally signed and sealed by authorized representative of bidder)

Secti on #	Section Heading	Pro forma Given
1.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Undertaking from the bidder (regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India)	Annexure 03
3.	Bid Security (Earnest Money Deposit)	Bidder to provide Transaction Details as per Annexure 04 or Bank Guarantee as per Annexure 05. For Micro & Small Enterprises (MSEs) / Startups "Bid Security Declaration - As Per Annexure 04A
4.	Letter of Undertaking from Bidder	Annexure 06
5.	Conformity Letter	Annexure 08
6.	Letter of Undertaking from OEM / OSD	Annexure 09
7.	Undertaking of Information Security (Bidder & OSD)	Annexure 10
8.	Executive Technical Summary	Bidder to provide
9.	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 along with the scope mentioned in Annexure 11.
10.	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 need to provide (Signed /Digitally Signed documents from authorized representative of bidder)
11.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <u>should not contain any financial information</u>)	Annexure 13
12.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide

Section #	Section Heading	Pro forma Given
13.	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 need to provide (To submit Board Resolution copy of authorizing official to submit the Bid)
14.	Sizing Requirement	Annexure 18
15.	Integrity pact (Dully Signed and Stamped by Authorized Signatory on proper non-judiciary stamp paper of Rs.600/- to be submitted in hardcopy on same day, post submission of bid).	Annexure 19
16.	Service Level and Non - Disclosure Agreement Format	Annexure 20
17.	Declaration/ undertaking from bidder to comply with the Information and cyber security controls	Annexure 21
18.	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 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)	Bidder to provide
<p>Commercial Bid should be strictly as per Commercial bid format (Annexure - 14). Any commercial bid submitted not in conformity with Annexure – 14 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.</p>		

1. General Instructions

A. Downloading of Tender Document

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

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

B. 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.

C. Do's and Don'ts for Bidder

- ▶ Registration process for new Bidders should be completed within first week of release of tender.
- ▶ Govt GeM portal is opened 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 GeM 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 portal service provider 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 Govt GeM portal service provider.
- ▶ 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 Bid Evaluation
- Stage 2 – Evaluation methodology for eligible bidders:
 - Technical Bid Evaluation
 - 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 Bid Evaluation.

Eligibility criterion for the bidder to qualify this stage is clearly mentioned in 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
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company in India for last 5 years.		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 from 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		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\ OEM)

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	stated under Annexure to the said Office 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 from 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 the Bidder.		Letter of confirmation from Bidder.
B	Financial		
1	<p>The Bidder must have registered a turnover of 25 Crore or above in each year during the last three completed financial years – FY 2020-21 & 2021-22 & 2022-23* (Not inclusive of the turnover of associate companies).</p> <p>Below clause is applicable for bidders who fall under the category of Micro & Small Enterprise (MSEs) or Start-ups (Necessary valid documentary proof certifying the bidder as an MSE or Start-up needs to be submitted by the bidder).</p> <p>The Bidder must have registered average annual turnover of Rs. 10 Crore or above during the last three completed financial years – 2020-21 & 2021-22 & 2022-23* (Not inclusive of the turnover of</p>		<p>Audited Financial statements for the financial years 2020-21 & 2021-22 & 2022-23*.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p> <p>* If 2022-23 Financial Statements of any bidder is unaudited, then Financial statements for 2019-20, 2020-21 and 2021-22 will be considered, along with an undertaking letter from the bidder that FY 2022-23 statements are not audited.</p> <p>In this scenario Audited Financial statements for the</p>

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	associate companies).		financial year 2019-20, 2020-21 and 2021-22 are to be submitted.
2	<p>The Bidder must be net profit making entity continuously for the last three years that is financial years –2020-21 & 2021-22 & 2022-23*.</p> <p>OR</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>Audited Financial statements for the financial years 2020-21 & 2021-22 & 2022-23*.</p> <p>Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p> <p>* If 2022-23 Financial Statements of any bidder is unaudited, then Financial statements for 2019-20, 2020-21 and 2021-22 will be considered, along with an undertaking letter from the bidder that FY 2022-23 statements are not audited.</p> <p>In this scenario Audited Financial statements for the financial year 2019-20, 2020-21 and 2021-22 are to be submitted.</p>
C	Experience & Support Infrastructure		
1	Bidder should have implemented and maintained the proposed Trade Finance Solution in at least 2 Commercial Banks / Financial Institution / Government Organizations in India in last 3 years.		Documentary Proof of order / contract copy / customer credentials.
D	Others		
1	The Bidder should be an OSD or authorized partner of OSD for supply of licenses and solution implementation and maintenance support under warranty / AMC / ATS		Letter of confirmation / certificate from OSD need to be submitted.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
	for the proposed solution / licenses in India at least from last 3 years (from RFP date).		
2	If OSD is bidding directly they cannot submit another bid with any Bidder.		Letter of confirmation from OSD in case if OSD is bidding directly
3	One Bidder can bid only with one OSD and similarly one OSD can bid with only one Bidder		Letter of confirmation from the Bidder and OSD
4	Bidder should have direct support offices in Mumbai and Hyderabad. In case direct support office of the bidder is not present in Hyderabad / Mumbai then an undertaking to be provided by the Bidder stating that direct support would be provided by the bidder at Hyderabad / Mumbai whenever desired by the Bank.		Letter of confirmation from bidder.

The technical bids of only those bidders who qualify the above-mentioned eligibility criteria will be evaluated. The Technical Proposal will be evaluated for technical suitability as per Scope of Work Annexure 11.

B. Technical Bid Evaluation

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Criteria	Evaluation Parameters	Sub Scores
Number of implementations carried out (In the last 3 years starting from 01-09-2020 till RFP submission date)	For each Implementation 5 marks (Max. 3 implementations will be considered)	15
Functional Specifications compliance	As per Functional Scoring Sheet in Annexure 11	30
Technical Specifications compliance	As per Technical Scoring Sheet in Annexure 11	20
Technical Presentation on Proposed Solution by the Bidder	Technical presentation will be evaluated on the following parameters: <ol style="list-style-type: none"> Proposed Solution (3 Marks) IT architecture and approach & methodology (3 Marks) Resource Planning (3 Marks) Project Governance and Project Team (3 Marks) Future Scalability (3 Marks) 	15
Product Demo	Demonstration of in-depth understanding of the Bank's project technical and functional requirements. Major Criteria for demonstration (but not limited to) below points & given in Annexure 11. <ol style="list-style-type: none"> Additional features other than scope & Product Roadmap (Max marks 5). In-depth understanding of the Bank's project technical and functional requirements mentioned in scope of work. (Max 15 Marks). 	20
TOTAL MARKS		100

**** Implemented for Commercial Banks / Financial Institution / Government Organizations in India. Copies of Work order / client reference to be provided.**

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

In case there is only one vendor having technical score of 70 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 70, then the Bank, at its sole discretion, may qualify two vendors on

the basis of the top 2 scores. However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.

A. Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The 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 (AMC) 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 quote) bidder shall be recommended for award of contract.

3. 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 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.

4. Price Comparisons

- a. The successful bidder will be determined on the basis evaluation mentioned in Evaluation Criteria in 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 etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for



during the contract period and any extension thereof.

- ▶ 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

Dear Sir,

Sub: Request for Proposal for Supply, Implementation & Support of Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers.

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 02nd 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

Request for Proposal for Supply, Implementation & Support of Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers

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.....by20

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

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 Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers.

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

A/C Name:

Request for Proposal for Supply, Implementation & Support of Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers



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.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 04A – Bid Security Declaration Form

(For Micro and Small Enterprises (MSE) / Startups)

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 Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers.

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 & Small Enterprises (MSEs) / 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 & Small Enterprises (MSEs).

OR

2A. 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 & Small Enterprises (MSEs).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months 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 ofto make the

Request for Proposal for Supply, Implementation & Support of Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers



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 05- Bid Security Form

Pro forma for Bank Guarantee in lieu of EMD

To,

Date DD-MM-YYYY

Bank of Baroda

.....

Dear Sir,

Sub: Request for Proposal for Supply, Implementation & Support of Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers .

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 favour 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.....(Rupeesonly) 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 favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.



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 – 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 Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers.

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 13) and Commercial Bid (Annexure 14) 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.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

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 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 that you want to propose as shown below.]

Name of the Bidder:
Contact Person Name:
Tel No:
e-mail ID:

S. No.	Page #	Point / Section #	Clarification point as stated in the tender document	Comment/ Suggestion
1				
2				
3				
4				
5				
6				
7				
8				
9				

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #
Date:



Annexure 08–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 Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers.

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 09 - Letter of Undertaking from OEM

(This letter should be on the letterhead of the OEM / 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 Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers.

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 10–Undertaking of Information Security

***(This letter should be on the letterhead of the Bidder as well as the OEM/
Manufacturer duly signed by an authorized signatory on Information security
as per regulatory requirement***

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 Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers.

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.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

Annexure 11 – Project Details (Scope of Work)

1. Project's Brief Scope

- 1.1 Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8,100+ Branches in India and 95+ Branches/offices in International centres, including branches of our Subsidiaries, distributed in 15+ countries.
- 1.2 Bank has implemented Infosys Finacle 10.x Core Banking System (CBS) platform for all of its International Centers and CBS Application is hosted at Bank's Global Data Centers in India. All International Centers are leveraging inbuilt Trade Finance Module of Finacle 10.x CBS (as Back-end System) for their Trade Finance Business function. Currently, the entire process is manual where in Branch initiate the journey on behalf- of the Customer and there is no process for Customer self-journey.
- 1.3 Bank is looking to implement a Trade Origination Automation Platform Software Solution with an objective to bring in end-to-end automation under a paperless environment to eliminate manual process, provide Digital front-end for customer convenience by enhancing further Turn-around-Time (TAT), automate compliances (internal, regulatory, credit checks etc), mitigate risk and improving Operational Efficiency. The high-level functional component of the solution architecture is expected as under:
- Front Office –
 - Trade Web Portal for Customers for Customer initiation / Self journey
 - Trade Web Portal for Bank Branch User for Branch initiation on-behalf of Customer
 - Mid-Office – Trade Web Portal for Bank Users for Assessment / Fulfilment (at respective Controlling Office)
 - Back-end System – Trade Finance Module of CBS Finacle 10.x
- 1.4 The proposed Trade Origination Automation Platform Software Solution in to include the Software components for Front-Office and Mid-Office Only. Mid-Office Function role will at controlling office at respective Center as indicated below. In case of Single Branch Center, the Mid-Office layer function is undertaken by separate team/user at the same Branch. It is envisaged to have a common Trade Web Portal (with necessary applicable access control) for both Branch user for Branch Initiation and Mid-Office Layer Bank user as both functions fall under Bank's Intranet Environment.
- 1.5 The platform is required to be integrated with existing Trade Finance Backend System i.e. Trade Finance Module of Finacle 10.x CBS. Bank will continue to use existing Trade Finance Module of Finacle 10.X CBS as Back-end System for Trade Finance Function/Operation and the proposed Trade Origination Platform is to be integrated so as to provide an end-to-end digitization & process automation. The Trade Origination Automation platform should have in-built two-way communication mechanism and Customer Trade Portal should

support multichannel. The underlying requirement of Document Management System is to be supplied by the Bidder as part of the proposed solution.

- 1.6 The proposed solution is to be implemented for -9- International Centres, under a centrally hosted environment at Data Center in India and the implementation will be as per the local, regulatory & statutory requirement of respective center and to comply with international standard norms as applicable. All these International Centers function as separate entity and the proposed solution is to be implemented as separately for respective Center. The List of International Centers are as under:

S/N	Name of International center	No. of Branches As on RFP date	Location of Controlling Office	Time Zone difference (with respect to IST in Hrs.)
1	IFSC BU	1	Gift City, Gandhinagar	0
2	UAE	5	Dubai	-1.5
3	Mauritius	9	Port Louis	-1.5
4	Uganda	17	Kampala	-2.5
5	Kenya	14	Nairobi	-2.5
6	Singapore	1	Singapore	+2.5
7	Australia	1	Sydney	+5.5
8	UK	1	London	-5.5
9	USA	1	New York	-10.5

2. Functional Requirement

The proposed Trade Origination Automation Platform Software Solution is required to be hosted Centrally at Bank's Global Data Center. Implementation is required to be undertaken separately for each Center as per the operational requirement of the respective center and to comply with local regulation, including data privacy rules. Details under this section is a high-level functional scope. As a part of implementation, under key milestone delivery sign-off i.e. Scope of Work (SoW), bidder, in consultation with the respective Center, is required to complete preparation of separate functional scope (SoW) as per the requirement of the respective center. The solution should have following functionalities / features as part of the requirement but not limited to:

- 2.1 A Front Office Layer Front Office Layer having Trade Web Portal for Customer & Branch user with paperless multi-channel initiation for generating request and a Trade Mid Office Layer for Trade request scrutiny / assessment / fulfilment at the Bank side.
- 2.2 Import / Export functions / Remittance operations under a single platform with complete electronically driven workflow and an underlying Document Management System.
- 2.3 Complete Life Cycle Management for each event and product of Trade Finance Business function of respective International Center with an end-to-end paperless electronically driven workflow environment.

2.4 Automate compliance function and have capability for real time integration with international and national sanctions list screening i.e. Internal, regulatory checks, AML checks, screening of sanction country, port & vessel and credit checks. Bank has deployed a centralized AML/TBML solution for sanction list screening which needs to be leveraged for this integration. Additionally, centre do have separate AML/TBML sanction screening list at their respective centre.

2.5 High level Key functional modules, but not limited to:

- Front-office Trade Web Portal for Customer / Branch user initiation
- Mid Office function for Assessment / Scrutiny / Fulfilment and compliance
- Document Digitization / Document Management
- Rule Engine
- Process Designer
- Push & Pull Mechanism
- Dynamic Forms / Sample format / template forms for view & download
- SLA / TAT Management
- Approval Matrix
- Exception Management
- Alert Notification (SMS, Email)
- Deferral
- Report Designer
- Integration Adapters
- Workflow / Rules & Forms
- Dashboard & Realtime MIS Reports
- Relationship Manager

2.6 High-level key features, but not limited to:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Case initiation (including bulk upload) • Document submission/Upload • Document & Data Extraction • Validation for customer a/c related parameters • Commodity / Purpose Code • Online Signature Verification • Auto Fetching of Rates & Deals • Credit Sanction terms parameterization • Trade Intelligence • Trade Memo • Deviation Tracker • Compliances (Regulatory / UCP / Internal) • Audit Logs / Reports | <ul style="list-style-type: none"> • Swift Compliant Field validation • Case Initiation (including bulk upload) • Document Capture • Minimal Data Entry at Branch • Branch/Bank – Decision & Approval • Entry of Branch / Bank observation at Mid-office layer • Intimation to Branch and customers • Reporting to Treasury for Forex • Credit Limit Check • Compliance Check • Document Scrutiny |
|--|--|

- Enhanced Due Diligence
- Regulatory / OFAC / ISDN Integration
- Preview facility before submission of request
- Uploading in CBS (the backend system)

2.7 Support following, but not limited to, Trade business function:

2.7.1 Guarantee/Undertaking :-

- Performance, Financial, Deferred payment, Shipping, Bid Bond, Advance payment, Payment / Loan, SBLC etc.
- Features - Issuance, amendment, Mark invoke, Cancellation, Invocation, Closure and Extension.

2.7.2 Letter of credit :-

- Import/Export LC
- Inland and Foreign Commercial Letters of Credit
- Transferable, Stand-by, Revolving, Back to back, Red Clause, Green Clause, Stand-by, Irrevocable etc.
- Open account Collection Services
- Reimbursement Services
- Forward Contracts and other hedging tools
- Trade Risk Distribution and Participations, Bankers Acceptance, etc.
- Features - opening and Closure, Extension, Cancellation, Revocation, Issuance, advising, Confirmation, Transfers/Assignment

2.7.3 Bills :-

- Inland/Foreign Direct Collection
- Inland Bills Purchased / Discounted /Negotiation
- Under our bank/ Other bank (LC)
- Clean (not under LC)
- Clean Bankers Acceptance / Bill acceptance
- Invoice Discounting/PPC Discounting/Invoice Financing
- Inward Bills for Collection with or without LC
- Outward bills for collection with or without LC
- Outward Bills Purchase/Discount, Negotiate
- Trust Receipt/invoice financing for import
- Cheques/DDs Purchased/ Cheques/DDs Discounted
- Factoring & forfaiting

2.7.4 Remittances :-

- Outward and Advance remittance against Imports
- Inward and Advance remittance against Exports
- Remittances other than Import/Export

2.7.5 Other functionalities :-

- Buyer's credit, Export finance - Pre-Shipment (Packing Credit) - RPC/PCFC & Post Shipment, Forward Contract – Sale & purchase, Factoring, FCTL/FCDL, UPAS for Trade Credit from International banks
- Banker Acceptance
- Trade Loan
- deferred payment / trust receipt, clean bankers' acceptance, FDI, ODI, factoring, forfeiting (e.g. Invoice financing, Invoice discounting.)
- Merchant Trade transaction

2.7.6 Following, but not limited to, High Level Key Options for Customer and bank users, as may be applicable, to respective Trade Business function listed above: -

- | | |
|--|---|
| • Create new / from template / from existing transaction | • Negotiate |
| • Amend | • Reimburse |
| • Save / Save as Draft / Save as Template | • Authorize |
| • Copy | • Reject |
| • Cancel | • Preview |
| • Accept | • View |
| • Assign | • Print |
| • Issue | • Add confirmation |
| • Transfer | • Convert sight / usance L/C into revolving |
| • Extend validity | • Reinstate a revolving L/C |
| • Increase / Decrease value | • Drawdown |
| • Pre-advise | • Residual balance (data from CBS) |
| • Approve draft | • Initiate |
| • Settle/Liquidate/Realize /Repay | • Review |
| • Rollover | • Pending Authorization |
| • Invoke | • Reject |
| • Close | • Cancellation |
| • Re-open | • Exception Queue |
| • Advise | • Copy Transaction /Template creation |
| • Confirm | • Acceptance/Settlement/Amendment Request |
| | • General Correspondence |

2.8 Following, but not limited to, functionalities for Bank user actions at Mid Office layer i.e. at controlling office of respective centre:

- Workflows –
 - Fulfilment
 - Verification
 - Compliance
- Product Workbench –
 - Personalised Product
 - Supporting Documents
 - Terms & Condition
 - Access Control
- Customer / Corporate On-boarding
- Entity Mapping
- User Creation
- Terms & Condition
- Document Mapping
- Transaction Enquiry
- News / Notification Maintenance

2.9 Integration with following third party system for compliance check

2.9.1 DEDUP

2.9.2 AML (Watch list /OFAC/Blacklist/ Screening etc.)

2.9.3 Fraud Database

2.10 The Solution should have:

- Customer specific Authorization Matrix i.e. Various authorization levels based on the user levels as per Client requirement
- daily events
- Templates and Data Maintenance: Standard/customized templates can be saved and static data like beneficiary address, bank details, etc. can be maintained.
- Calendar: Calendar showing Due Date/Maturity Date for LCs, Bill Payment Date, Bank Guarantee/Undertaking Expiry Date, etc.
- Online Tracking: Pending Transactions can be tracked online i.e. at which level in the Bank a particular transaction is pending.

2.11 The solution should allow user to provide specific instructions in case of

- Special instruction clauses for an Import Letter of Credit
- Collection of fees, charges, interest
- Treatment of International bank charges
- Payment / settlement
- Other instructions
- Dishonour of documents
- Drawee refusal to accept charges

2.12 The solution must provide the capability of document/file upload and transfer from customer portal, Branch offices and Mid office functions. Bidder should clearly indicate the size /type of document and scanning specifications for this facility, as also the bandwidth (Network Connectivity bandwidth) needed. It is expected that the bidder clearly specifies the file types supported and the estimated bandwidth requirement for a given file size.

- 2.13 The solution should have multifactor authentication features like digital signature / bio- metric/OTP based login for login / transaction. Transaction file upload should support facility for digital signature of document.
- 2.14 The solution should be able to print Bank of Baroda's respective centres logo on all reports generated (whether standard or customized).
- 2.15 The solution should allow user to provide specific instructions while submitting any request for processing.
- 2.16 The Solution should provide Online Help to guide corporate during input. The solution should provide option to save "incomplete" transaction to be retrieved for further input. It should also allow for a quick save without all the controls to be performed
- 2.17 The Solution should also have the ability to enable the customer to copy the masters defined for one client to another client within the same group. The data entered by customer should also get saved in draft if not submitted.
- 2.18 Advice printing for various transaction as per customer choice should also be enabled.
- 2.19 The solution should be capable of configuring the audit trail of each and every activity of users / admin module wise with the facility to enable / disable the log by admin for a particular activity.
- 2.20 The solution must enrich / enhance each document with additional meta-data fields to ensure end-to-end audit trail and tracking.
- 2.21 The solution should have the capability for a user to view the entire up-to-date copy of the LC / Guarantee/ Undertaking along with all amendments, comments, audit trails, attachments, discrepancies etc.
- 2.22 The solution should be able to provide the workflow and ability to create the new workflows.
- 2.23 The solution should generate intimation to Bank via SMS/email in case of any request by customer and vice-versa.
- 2.24 The Solution should have capability to monitor and report the status of transactions across all teams, branches, Mid-Office / processing centers.
- 2.25 The Admin module of Solution should have the ability to support users/ groups / role definition and granting access rights to them and set password expiries
- 2.26 The Solution should support feature to allow preview of advices and messages including L/C before transaction approval and can have function to print hard copy.
- 2.27 The Solution should have the capability to allow the admin to create the transaction authorization matrix with threshold limit.
- 2.28 The Solution should provide a capability to define whether a user has rights to only one client within the group or whether the user can access data for multiple clients within the group.

- 2.29 The Solution should have Facility for queue management of transaction – to prioritise or de- prioritize request. Work flow/job re- allocation, dash boards including TAT monitoring at Mid Office.
- 2.30 The Solution should have Charges customization for modification/collection of various charges (Customer specific discounts/ or any other charges).
- 2.31 The solution should have provision to handle/ upload documents with DMS (Document management System) and associated work flows.
- 2.32 The solution should provide web content management capabilities for providing web-based access to users.
- 2.33 The solution should be capable of saving the templates, drafts.
- 2.34 There should be provision of forgot password, user id etc. and integration to reset the same through various channels including online portal, email, mobile, contact center etc. including password retrievals online and CAPTCHA authentication.
- 2.35 The Solution should have the capability to dynamically fetch client limit & other customer related parameters related information from CBS as part of transaction processing.
- 2.36 The solution should have capability to view status of transaction and where it is pending.
- 2.37 The Solution should be capable of providing Time - based / Event - based reminders.
- 2.38 The Solution should have the capability to create work flows.
- 2.39 The solution should have the provision to check in the system to avoid duplication, viz. payment of duplicate bills, LC duplication, etc.
- 2.40 The Solution should have the capability to allow the admin /customers to link / de-link the accounts.
- 2.41 The solution should support virtual keyboard.
- 2.42 The proposed system should support users like scrutinizer, maker & checker, who perform various operational functions under Trade Origination Automation platform function / operation with threshold limit.
- 2.43 The solution should be able to track, monitor, report unsuccessful attempts in log-in with details to the customer / admin.
- 2.44 The solution should generate intimation to customers via SMS/email in case of any rejection/cancellation/approval of request by Bank.
- 2.45 The solution must have the capability of batch/file/template uploads of the data.
- 2.46 The solution should be capable of generating electronic BG, LC / latest version E-UCP (Electronic Uniform Customs and Practices for Documentary credits) as per respective International Centre requirement where feasible
- 2.47 The solution should be able to give the feature of split screen functionality for ease of data entry.

- 2.48 The solution should support multi-tier credit structure hierarchy. Limits may be set for Customers, Correspondent banks, at parent-level (for groups of customers/ banks) and for Country for Risk.
- 2.49 The solution should be able to link images to the corresponding and related transaction at any point of time during transaction life-cycle. The solution should provide ability to change the priority for transactions that require urgent attention. (limit for urgent requirement may be set for every customer for every month/week)

3. Technical Requirement

Bank has implemented Global Data Center in India and hosted various Applications, including Core Banking System, for all International Centers. To comply with local regulation & data privacy law, each Application (along with it's underlying layers i.e. Web, Application & Database Layers) have been configured under separate instances. Also, instances of surrounding applications e.g. SWIFT, AML are also hosted centrally at Global Data Center for respective Center. In the same line, The proposed Trade Origination Automation Platform Software Solution is to be Centrally hosted at Bank's Global Data Center in India. Bidder is required to provide Software License, as mentioned, undertake customisation in Bank-end CBS System, implement, support under this engagement. Bank has specifically included the CBS Customisation (i.e. API Development & integration) so as to ensure end-to-end implementation under this engagement. The high level, technical requirement, but not limited to, are as under:

- 3.1 The solution is to be implemented under a separate instance (at each layer i.e. Web, Application, Database) for respective International Center to comply with local regulation including data privacy rules/laws. The configuration is to be done as per the respective International Center time zone under a high-availability cluster environment setup at DC/DR Sites to achieve 99.9% uptime SLA. The Cluster environment is to be built under each layer i.e. Web, Application & Database Layer so as to ensure high availability.
- 3.2 The proposed solution is to be implemented as per the Time Zone of the respective Centre.
- 3.3 Hardware Infrastructure - Bank will provide all Hardware Infrastructure all i.e. Server, Storage space, Load Balancer etc for the proposed solution. Bidder is not required to factor any Hardware / Infrastructure in their commercial proposal.
- 3.4 Software – Bank will provide Operating System Software, Oracle Database Software for all the instances for the respective Center. It may be noted that the Database should be used as Oracle only as Bank has the Enterprise Agreement with Oracle. Bidder need not to factor these Software in their commercial proposal.
- 3.5 Other Associated Software - Bidder needs to factor other associated software license, if any, including Document Management Software license in their commercial as indicated in the commercial sheet. Bidder need to factor implementation & ATS cost accordingly in their commercial proposal.

- 3.6 As part of the technical solution, the Bidder must provide the complete IT infrastructure requirement details like Server, Operating System, Oracle Database, Storage Capacity and other related requirements. Bidder is required to submit the optimised Infrastructure sizing and ensure correct sizing for all the proposed environment i.e. DC (the Primary Site), DR (The Backup Site), UAT/SIT (at One of the site Primary / Backup).
- 3.7 The Bidder is to design the Solution Architecture so as to optimize the Hardware requirement while ensuring the logical segregation of data for the respective country and time zone. As the implementation is a Centrally hosted at Global Data Center, the bidder is to ensure optimal sizing of Load Balancer requirement in both Layers i.e. DMZ & MZ so as to ensure Infrastructure requirements are optimised. Bidder needs to provide options of Load Balancer i.e. Hardware Appliance Load Balancer as well as Software Load Balancer along with technical justification towards both option which will enable Bank to take a suitable decision in this regard.
- 3.8 Bidder need to ensure VA/PT Observations, if any, are complied with for both Application Software component Setup implemented at DMZ & MZ Layer.
- 3.9 As a part of proposed Hardware Sizing, Bidder needs to submit year wise capacity planning for the contract period of five years. Bank shall provide necessary input based on the request by the Bidder. Bidder needs to provide the template in this regard.
- 3.10 In the event the sizing proposed by the Bidder does not meet the performance / service levels of the Bank, the Bidder will at their cost carry out the necessary upgrades/ replacements. The Bank has the right to deduct/ recover from the Bidder, the required additional expenses which the Bank may incur on account of such upgrades/ replacements.
- 3.11 The Hardware sizing, along with Project Implementation Plan, is to be provided within -4- weeks of acceptance of PO, so as to enable Bank to initiate Hardware & Software provisioning requirement well before the live implementation. Any delay on part of the Bidder shall be treated as Delay in Delivery and factored accordingly under the non-compliance to the delivery schedule.
- 3.12 Bidder is to submit the Solution architecture as a part of the Technical Proposal bid submission. By means of diagrammatic/ pictorial representations, the Bidder should provide complete details of the hardware, software and network architecture of the solution offered, including the project plan for going live. Bidder should also provide security set-up proposed in the solution and various layers of risk identification and mitigation measures. Hardware & network will be provided by bank.
- 3.13 The solution is to be integrated with back-end CBS Finacle 10.x system. For this purpose, the API development under Finacle 10.x CBS is to be undertaken by the bidder. Bank will enable Test and Development Environment for the necessary development. It will be Bidder's responsibility for complete end-to-end integration of their proposed solution with Bank's existing Back-end System i.e. Trade Finance Module of Finacle CBS 10.x. Bidder need to factor all effort (customization, integration, implementation,

post implementation support, if any) in this regard accordingly in their commercial proposal. Customization / API Development under Bank-end System i.e. CBS Finacle 10.x is to be undertaken for each CBS Instance of respective Center.

- 3.14 Bidder is to ensure BCP Scenario (DC/DR Cutover & Cutback) successful implementation of proposed solution at both data center and ensure data synchronization. Real-time replication will be undertaken at Database Level. Bidder need not factor any additional software for auto replication or auto failover.
- 3.15 The Onsite Resource is required to ensure Application Monitoring, Maintenance & support.
- 3.16 The Bidder shall do proactive monitoring and capacity planning at regular intervals and advise the Bank on Hardware / Software upgrades. However, there should not be any additional cost to the Bank for any software or hardware upgrade during the contract period as the Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the Bidder.
- 3.17 If Bank desires to upgrade to higher version of Oracle Database or hardware, the Bidder shall be required to comply with banks requirement. The solution should support the Oracle Database and hardware version provided by Bank. Bank will take care of hardware and Oracle Database upgrade activity. The Bidder has to ensure that the application should be compatible with hardware and Oracle Database etc. without any additional cost.
- 3.18 The Application and Oracle Database architecture should have the ability to increase the number of concurrent instances to keep the application server parameters below 70% utilization (CPU, Memory, Hard disk, etc.)
- 3.19 For every software including any third-party software before software/ service become operational, the Bidder must deliver to the Bank documents including user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, system configuration documents, system/ database administrative documents, debugging/ diagnostics documents, test procedures etc.
- 3.20 The Bidder should also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all product components, list of all dependent/ external modules and list of all documents related to traceability of the product as and when applicable. The Bidder should also provide the MIS reports as per requirement of the Bank.
- 3.21 The Bidder must provide hand-holding support during roll-out of the Solution.
- 3.22 The Bidder should provide ATS for proposed solution, including other software, associated modules and services required to meet the requirements in the RFP. The ATS for entire contract duration shall start from the date of go-live of Trade Origination Automation solution. ATS of 5 years will be considered for commercial evaluation.
- 3.23 The solution / software developed or customized should follow a standard development process to ensure that it meets functional, security, at par with

Industry coding standards, performance & regulatory requirements of the Bank.

3.24 The Bidder should comply with the Bank's IS Security policy in key concern areas relevant to the RFP. Some of the key areas are as which are not limited to as under:

- Responsibilities for data and application privacy and confidentiality
- Responsibilities on system and software access control and administration
- Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Bidder
- Incident response and reporting procedures
- Password Policy of the Bank
- Data Encryption/Protection /XBRL requirement of the Bank
- Personal identifiable information (PII) – Encryption guidelines & standards. Bidder need to extend necessary support towards implementation of this requirement.
- General Data Protection Regulation (GDPR) – Application should be compliant towards GDPR guidelines and Bidder should extend necessary support towards implementation of this requirement.

3.25 Application should follow standard security features like ISO, OWSP, etc. The security requirement of the Bank will be shared with the successful Bidder.

3.26 Bidder needs to troubleshoot any problems occurring in the system during contract period. On-site support should be provided and issue should be resolved within defined TAT. Escalation matrix has to be provided for escalation of issues which are not resolved within the stipulated time.

3.27 All the patches/fixes, version upgrades of all the software components released by the Principal OSD (Original Software Developer) during the contract period should be provided. The Bidder should ensure implementation of all the patches/ fixes and version upgrades in the production environment to the latest version during the contract period.

3.28 The Bidder should provide on-site comprehensive warranty for the software solution & produce documentary evidence from software OEM/ OSD of having agreed to provide back-to-back warranty and technical support for its supplied products and related services on the terms agreed between the parties.

3.29 The solution integration testing will be followed by user acceptance testing, plan which has to be submitted by the Bidder to the Bank. The UAT includes Functional tests, Resilience tests, Benchmark Comparisons, Operational tests, Load tests etc. BOB staff/ third Party Bidder designated by the Bank will carry out the functional testing. The staff / third party Bidder are to be trained by the solution provider for this purpose. Solution provider should carry out other testing like resiliency / benchmarking / load etc. and should submit result log for all testing to the Bank.

- 3.30 The solution should have the capability to support the customization of the product for different jurisdictions as per the International centre specific local requirement as well as client/customer needs.
- 3.31 The Bidder will be responsible for Management of Application & Database Backup as per the requirement of the Bank as a part of onsite support services. Onsite support resources need to co-ordinate with respective Bank's service provider team providing support Services towards Infrastructure, OS, DB provided by Bank.
- 3.32 The ATS support for the proposed Solution should include the following:
- All version upgrades during the period of contract should be available to bank at no extra cost.
 - Program updates, patches, fixes and critical security alerts as required.
 - Documentation updates.
 - 24*7*365 backend support for the proposed solution related malfunctions as defined in SLAs and ability to log requests online.
- 3.33 The solution should be capable of being installed either as a single instance or multi or multi-tenant instance depending on Bank's requirements
- 3.34 An authenticated session, together with its encryption protocol, should remain intact throughout the interaction with the customer. In the event of interference, the Developer will ensure controls are in place to terminate the session and reverse out the affected transactions. As an integral part of the multi factor authentication architecture, appropriate measures to minimize exposure to a middleman attack which is more commonly known as a man-in-the-middle attack (MITMA), man-in-the browser attack or man-in-the application attack, are implemented.
- 3.35 The Bidder shall create adequate controls ensuring that, when exception or abnormal conditions occur, resulting errors do not allow users to bypass security checks or obtain core dumps
- 3.36 The Bidder shall only install or use cryptographic modules based on authoritative standards and reputable protocols (Please refer to the Customer's Cryptographic Key Management Guidelines). The Service Provider shall implement strong cryptography and end-to-end application layer encryption to protect customer PINs, user passwords and other sensitive data in networks and storage. The Bidder shall implement & support encryption when client account and transaction data is transmitted, transported, delivered or couriered to external parties or other locations.
- 3.37 The solution should have the capability of supporting security framework in terms of authentication, multi-level authorization, auto log-off, password control, single sign-on audit. The solution should allow administrators to implement access management in a granular manner.
- 3.38 The Solution should be able to provide session log files. The user should be able to analyse the information (e.g., account id, session time etc.). The solution should provide tracking of the client's IP & Network Interface address.
- 3.39 The solution should be capable of providing zero downtime patching and updates.

- 3.40 Ability to support web-based administration module for the complete management of system.
- 3.41 Capability of logging successful and unsuccessful authentication attempts.
- 3.42 The solution should check/record/verify authentication of source of each transaction like user IDs, IP address, machine address etc. which is required for audit purpose.
- 3.43 Till currency of the solution, any version upgrade related changes in the solution will be responsibility of the Bidder without any cost to the bank.
- 3.44 Cloud Adaptive: - The Solution should be 100% cloud native. Solution should be able to migrate to cloud without any additional cost (if Bank wants to migrate its solutions/applications to cloud in future).
- 3.45 Open Source Software: Open source software should be supported in the proposed solution.
- 3.46 The Bidder should provide API's to the Bank that are customizable with its applications for related products.

4. General / Common Requirement

The Trade Origination Automation Platform Software Solution should be a Web-application software system (“systems”) need to be design, developed and deployed. The proposed solution should support request for all above functionalities of Trade Finance Business Function mentioned under Functional requirement & Subsequent clauses, as may be applicable for Customer Portal, Branch front Desk and Mid office users.

The proposed solution is to be implemented for Front Office Layer (Customer / Branch) for request initiation/generation and Mid Office Layer for assessment, compliance and fulfilment. Mid office layer of function will be undertaken at controlling office at respective centre. Further, below high-level requirement, but not limited to, should be facilitated as part of the solution:

- 4.1 The solution should be implemented for complete Life Cycle Management for each event or product of Trade Finance Business function.
- 4.2 The solution should have paperless multi-channel initiation, automatic retrieval of Customer limits, Account Balances & Country limits for customer convenience. The customer Web portal should have multi-channel computability through electronic devices with a two-way communication.
- 4.3 The solution should provide internet based front-end portal for customers to initiate transactions and create their user Authorization matrix.
- 4.4 The solution should have in-built mechanism to create Email, Letter, Advices, SMS, Swift Copy and follow-ups.
- 4.5 The solution should provide a holistic view of the system for monitoring purpose for all end users (Customer & Bank user) through a dashboard with real time out of the Box reports e.g. TAT, Volume, Business, discrepancies, productivity, customer profiling/limit and balance checks.
- 4.6 The solution should be flexible to adapt new customizations and new processes.

- 4.7 The solution should be integrated seamlessly real time with Finacle 10.x CBS backend system, Payments, Remittances, Internet Banking, SWIFT, Mobile banking, Treasury, AML, third-party integration (local level integration) etc. wherever required.
- 4.8 The solution should also have auto escalation matrix
- 4.9 The solution should be capable of document watermark.
- 4.10 The solution should be SWIFT compliant and interface all the back-office accounting and liability entries have to be triggered in CBS apart from dynamically fetching client limit and facilities related information from there as part of transaction processing.
- 4.11 The Bidder is required to provide the Software solution including middleware, training, third party utilities and installation, testing, migration (if any), integrating requisite interfaces and provide technical support for a period of 5 years.
- 4.12 Implementation of the proposed solution should be completed within 12 months of the acceptance of order
- 4.13 The Bidder should also support the requisite certifications, integration, and maintenance, compliance, etc. and day to day operations at our data centre, post implementation. Bidder is required to deploy on-site support resource as per requirement factored in the commercial sheet.
- 4.14 The solution must include pre and post-implementation support.
- 4.15 The solution should benchmark with the market if desired by the Bank.
- 4.16 The solution should be complaint to various latest international standards:
- UCP (Uniform Customs & Practice for documentary credits),
 - URR (Uniform Rules for Bank-to Bank Reimbursements under Documentary Credits published by the International Chamber of commerce),
 - URDG (Uniform Rules for Demand Guarantees/ Undertaking)
 - URC (Uniform Rules for Collection),
 - INCOTERMS
 - SWIFT
- 4.17 The solution should provide space for Bank to market other products to customers and to provide useful trade related information on the home page.
- 4.18 The solution should preferably be able to generate Single, customizable landing page and interface for the client across different platforms.
- 4.19 The solution should be able to generate the demo in flash or similar technology or any other standard acceptable method for customer training and better understanding of functionalities available in the solution.
- 4.20 The Bidder have to ensure seamless migration of the application and solution after expiry of contract period, if Bank selects another Bidder after the contract period or during the contract period due to any reason.
- 4.21 The solution should have the capability of providing comprehensive audit trail features to monitor activity of specific programs and data files etc. The solution should also provide on-line access to audit trail information. Time/date stamp, user ID, & before and after changes. It should also keep a track of

activities executed by the Application system administrator. The solution should also allow for segregation of duties is (e.g. segregated function between system and application administration). The solution should have ability to define groups so that access can be categorized.

- 4.22 The solution should have the ability to select and/or modify standard clauses from the library including capturing additional details for Documents Required, Goods Description, Additional Conditions etc.
- 4.23 The solution should be able to provide the FAQs from the repository and the ability to accept the suggestions on the FAQs.
- 4.24 The Solution should offer maximum flexibility in User administration for the Customers while making available all the required user control tools at the hands of the Bank users.
- 4.25 The Solution should support Document preparation and e-presentation related to Trade Finance business/ products.

5. Interfaces & Integrations and Reports Requirements

5.1 The bidder has to provide their plan for implementation for Integrating & interfacing the Trade Origination Automation Platform with the following but not limited to:

- 5.1.1 Bank's existing Core Banking System (i.e. Finacle 10. X Core Banking System)
- 5.1.2 Email/SMS Gateway for the sending transaction alert/ information / advice / messages
- 5.1.3 Integration with AML / Watchlist / Sanction list Systems (OFAC, US/EU Sanctions) or any other screening solution (Centre specific requirement).
- 5.1.4 Bank's Active Directory for user id validations
- 5.1.5 Interfaces/Extracts for Banks existing Big Data, Lake / Data Warehouse
- 5.1.6 Interface with Treasury for forward rate contract/ Rates automation, etc.
- 5.1.7 Internet banking & Mobile banking Application integration
- 5.1.8 The solution should have ability to generate various MIS reports/audit reports as per regulators / statutory requirements of specific International centre. Bidder to arrange for necessary customizations wherever required during the contract period. Data of specific territory should not be available to other territories which will violate data privacy law.
- 5.1.9 The solution should support online/ real-time comprehensive and customizable management dashboard.
- 5.1.10 The solution should provide open APIs so that the Bank's different applications can be integrated with the solution.
- 5.1.11 The solution should have capability to integrate with CRM for all customer communication.

- 5.1.12 The Solution should support Centre specific requirement for integration with Central bank of respective centre, if any.
- 5.1.13 The solution should integrate with Customer ERP and Finacle Core Banking for all transactions (Adapter based/ API based/ Web Service/ File Based). System should support authentication through Tokens/ Soft Token, OTP, Digital Certificates, IP Address & Mobile Application.
- 5.1.14 The Solution should be capable of handling multi country, multi-currency, cross-currency multi-product administration and services. Solution should also be capable of interfacing with multiple back-office solutions and core banking systems, if required. In addition, the solution should be dynamic enough to configure for all types of operations, viz. centralized model, hub and spoke model and at regional centers.
- 5.1.15 The Solution must be capable of supporting LDAP and system can be integrated with Windows Active Directory to achieve Single Sign on (SSO).
- 5.1.16 The Solution should be able to integrate with third party/ 2FA product.
- 5.1.17 Data dictionary to be provided for the solution.
- 5.2 The Solution should provide a robust MIS support by way of Dashboard for respective centre with certain in built reports. These reports would inter alia cover extraction of data for various internal, external MIS and regulatory purposes including Transaction Monitoring activities. The dashboard has to be multi-level both at front end and Mid office viz:
- 5.2.1 Corporate Level/Group level information and
- 5.2.2 Branch/Country level information for the Bank users/ Administrators.
- 5.3 The reports should be generated for different domain like universal, country specific and frequency for generating these reports should be as per center Specific Bank's requirement (daily, weekly, monthly, quarterly, annually etc).
- 5.4 The solution should be having provision for user and administrator to create its own reports / analytics.
- 5.5 The Solution should have capability to generate digitally signed / Encrypted MIS in any format i.e. csv, xls, XML, pdf etc.
- 5.6 The Trade Origination Automation Platform should have Dashboard and Reports which are required to meet Banks /center specific / customer requirement for Balancing or other Purpose.
- 5.7 A report for all the Request/Modification/ rejection done through portal by bank user and customer should be available to the bank user and customer should have report for actionable by him.
- 5.8 The solution should maintain detailed record of every addition/modification/verification/ Rejection details of each transaction and provide a menu option to generate report, if required.

6. Training & Documentation

6.1_The Bidder shall organize for Training (familiarization) of Trade Origination Automation platform Software Solution to the Bank's team for respective International centers as follows:

6.1.1 Five working days training to the Bank's Core Team is to be imparted before UAT.

6.1.2 Training of IT Team, support and Front Office Users to be provided by bidder for at least -5- full days or as required by bank and training material to be provided.

6.1.3 Bidder to provide separate User Operational manual (Functional & technical). Technical manual to include details of Implementation, Integration, customization, API's, Troubleshooting, SOP (Standard Operating procedure).

6.1.4 Also, module wise Job cards to be provided to all the trainees.

6.1.5 The Bidder shall train officials of respective International centre on configuration, operation / functionalities, maintenance, support & administration for software / Middleware, application architecture and components, installation, troubleshooting processes of the Trade Origination Automation platform.

6.1.6 The training to be carried out in phases or as required by bank for respective centre. The training program may be split into 2 groups – Admin Training -(Functional & technical) and Technical -(Trainer level training). The bidders are requested to indicate the optimum number of days / hours required for both Technical and User level training programs through teams. The Bidder can use the infrastructure at the Bank for this purpose.

6.1.7 Training to the IT team should cover the system administration viz.

- User management
- Management of Application software
- Report making and generation
- Security management
- Backup & Disaster Recovery Operations
- Troubleshooting etc.

6.1.8 Training to the User Groups of various domains of the Bank's operations about:

- Functionality available in the Module
- Parameterization
- Auditing Techniques
- Report Generation etc.

7. Evaluation – Functional & Technical Specification Compliance & Scoring

As part of Technical Bid Evaluation under section Evaluation Terms – Evaluation Process, in this RFP, Compliance towards Functional & Technical Function shall be measured based on scoring. The specification for scoring is detailed under this section

7.1 Functional Specification Compliance & Scoring

The Bidder should submit the compliance strictly in the following format for below mentioned Functional Specification/requirement. All the Functional Specification are required to be made available and need to be developed during implementation phase if not readily available. The compliance must be given for each point. The necessary documents and Certificates should be submitted.

7.1.1 Functional Specification Scoring: Functional Specification scoring will be evaluated on following criteria as part of technical evaluation.

7.1.2 Total Marking will proportionate to **30 Marks** and accordingly bidder's marks will be calculated as part of technical bid evaluation.

SI No.	Requirement Description	R A	CU	Comments /Remarks
A.	Administration			
1	Customization / Personalization of screens / panels / skins			
2	Calendar Maintenance, To do list display / maintenance, Due dates monitoring, etc.			
3	Ability for users to view transactions at a Corporate or Group level [Corporates belonging to the same group]			
4	Solution supports reassignment of in-process tasks by Administrators to other users / other offices / other regions for completion			
5	Features to display consolidated information for a given Corporate or Group as to the nature, volume and value of the transactions for any given period and income there on (Customer One-view, Value of account / connection)			
6	Ability to identify duplicate records while creation			
7	Supports user modifiable alerts / alert settings for various events, milestones in the transaction life cycle			
B.	Common features across various menus			
1	User maintainable Ready to use Templates / Library / Tables for various applications like LCs, SBLCs, Guarantees/ Undertaking, etc.			
2	Menus to bank users to initiate, create, amend, authorise, cancel any request received online			

3	Menus to bank users to initiate, create, amend, authorise, cancel, verify any requests based on client requests submitted physically at the Branch			
4	Supports submission of online requests by Corporates for creation, cancellations, amendments, enquiries, rejections, re-submissions, etc.			
5	Supports Verification, Maker-checker features, Supervisory Release / Rejects, Re-submissions, Escalation, Approvals, etc. across all product lines			
6	Facility for Corporates to view all transactions – completed as well as in- process with current status			
7	Inbuilt features for generation and transmission of email / SMS messages at various stages of the transaction life cycles – including advices of payments, due dates, settlements, reminders, charges, cover letters, etc. for all types of Trade transactions			
8	Features to pick up and populate fields based on existing records while handling requests for Amendments, Modifications, Cancellation, etc.			
9	Supports Corporate users to input special instructions at initiation level including their instructions for payment, fees, charges, etc.			
10	Preserves all transaction details, files, images, user access, audit trails, etc. for retrieval on a future date based on the unique reference number.			
C	Reports			
1	Solution has an inbuilt report writing tool to build new reports based on identified parameters - by both Bank users and Corporate users and also schedule them at pre-set frequencies			
2	Supports exporting of the extracted data to other file formats for further analysis and also supports transmission to printer / SWIFT, etc.			
D	Product Menu			
1	Request for /Issuance of Letters of Credit – Client’s ability to initiate online requests for LCs, LC Amendments/ Cancellation/closure.			
2	Request for Issue of Bank Guarantees/ Undertaking but not limited to Financial,			

	Performance, Shipping Guarantees Undertaking, etc. and Client's ability to initiate requests for BG, Amendments, Cancellation, Closure, etc.			
3	Facility to corporate to accept / reject amendments and seek clarifications			
4	Ability for Bank users to examine presented documents online and post queries / comments back to the Corporate			
5	Document examination, re-examination [re-check] features, supports recording of observations, discrepancies by Doc Checker / Supervisor /Managers and conveying the same to the Corporate through the application / by email, etc.			
6	Ability for Corporates to respond to queries / discrepancies and upload of revised documents			
7	Should support request for various types of payment instructions like Sight, Acceptance, Deferred, Installments, etc.			
8	Online presentation of documents including scanned images and various file types supporting the presentation			
9	Request/Facility to open and close loan accounts with fixed and variable maturity dates			
10	Alerts to Bank users when a loan or funding is outstanding against a transaction under process/alerts for due date			
11	Request for Remittances - Inbuilt module for handling Trade Related remittances – to handle both inward and outward remittances with appropriate interface with various request for inward/outward Transaction modules and SWIFT			

Scoring pattern for Functional Specification evaluation are as per follows:

Feature Status	Short form	Remarks
Readily Available	RA	The feature is already supported and included in the Solution (1 Marks shall be allotted)
Customization	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. (0.5 Mark shall be allotted)

7.2 Technical Specification Compliance & Scoring

The Bidder should submit the compliance in the strictly in the following format for below mentioned Technical Specification/requirement. All the Technical Specification are required to be made available and need to be developed during implementation phase if not readily available. The compliance must be given for each point. The necessary documents and Certificates should be submitted.

7.2.1 Technical Specification Scoring: Technical scoring will be evaluated on following criteria aspart of Technical evaluation.

7.2.2 Total Marking will proportionate to 20 Marks and accordingly bidder's marks will be calculated as part of Technical bid evaluation.

SI No.	Technical Requirement Description	RA	CU	Comments / Remarks
A	Application Architecture			
1	Solution is platform agnostic – not dependent on a particular hardware setup			
2	Image upload facilities – supporting all file types and sizes from Bank to Client, Client to Bank, Front end to Mid office, with minimum bandwidth			
3	Supports the designated front office to complete the remaining process like generation of advices, messages, cover letters, transaction entries, etc. once the Mid offices completes their assigned tasks			
4	Help user to reach desired functions through a single click including drill down features			
5	Compatibility with various browsers/ feasibility for upgrades			
6	Solution supports audit trails at all levels for both Bank as well as Corporate users with easy to use storage, retrieval, display and print of audit logs based on various parameters			
7	Generation / transmission of email alerts / advices at various stages of the transaction – including template messages incorporating information fetched from the data base			
8	Supports multi zone / multi country / multi branch parameters for processing with a single instance			
9	Inbuilt capabilities to interface with SWIFT Alliance, Payment Hubs & Systems of the Bank including populating the fields with in-puts from the transaction records and carrying out validation checks			

10	Inbuilt capabilities to interface with other third-party software solutions of the Bank as well-as Corporates like Sanctions Screening, AML, Transaction Monitoring, etc.			
11	Solution is SWIFT compliant and ensures continuous compliance with SWIFT standards			
12	Supports appropriate printer interfaces with outputs configurable in terms of layouts as well as file types – outputs may relate to transaction details, Bank documents, advices, mails, messages, reports, etc.			
13	Has Document Management System for storage, retrieval, display and printing of documents / images relating to various product types / transactions – to include documents generated within the application and any Bank or third party provided documents			
14	Auto generation of unique reference numbers and auto population of available information to minimize data entry at transaction level across all screens			
15	Robust confidentiality and security features to protect information flow between the bank and the corporate users			
16	Supports real time replication of data from production site to DR site and permit manual shift of the application to the DR site			
17	Supports Calendar and Holiday maintenance–for both bank holidays and currency holidays across various locations / currencies			
18	Application supports database and OS level clustering			
19	Application supports periodic activity report covering security event and application usage			
20	Solution architecture has the capability to be configured in active mode			

Scoring pattern for Technical Specification evaluation are as per follows:

Feature Status	Short form	Remarks
Readily Available	RA	The feature is already supported and included in the Solution (1 Marks shall be allotted)

Customizable	CU	Can be developed / customized and delivered along with the Solution, prior to implementation at no extra cost. (0.5 Mark shall be allotted)
--------------	----	---

8. Demonstration Criteria:

As part of Technical Bid Evaluation under section Evaluation Terms – Evaluation Process, in this RFP, Bidder needs to demonstration of the proposed Solution and the measurement will be based on scoring as indicated. Major criteria for demonstration of the proposed Trade Origination Automation Platform Software Solution are as per follows (but not limited to):

- Front Office –
 - Trade Web Portal for Customer Initiation
 - Trade Web Portal for Branch initiation
- Mid Office – Trade Web Portal for Bank User Assessment / fulfilment
- Dashboard & Reports
- Calendar
- Demo with Core Banking, Treasury Solution, AML screening etc. show casing generation of bulk ISO8385 and ISO20022 and other messages
- Digital signature /PII Encryption capabilities
- Event based SMS/Email/MIS/Alert
- Security features
- Notifications
- Two way communications
- Templates (standard & User definable)

Note – Bidder need to provide all the feature as part of the proposal. It should be demonstrated as mentioned “Readily Available (RA)” / Customizable (CU). During Demonstration if any of the required features are not demonstrated but the same feature has been mentioned as “Readily Available (RA)” as part of Technical Scoring Sheet then the same shall be changed to “Customizable (CU)” in the Functional and Technical Scoring Sheet after due confirmation from the bidder.

1. SERVICE LEVELS AND UPTIME GUARANTEE

For details, please refer to Annexure that provides the service levels for the Solution.

2. DELIVERY

The Software Solution for Trade Origination Automation Platform (Front Office & Mid Office) for Trade Finance Business Function of International Centers should be implemented as per project scope within a period of -12- Months from the date of acceptance of purchase order.

Any deliverable has not been supplied 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 @ 1% of Total Contract Value inclusive of all taxes, duties, levies etc., per week or part thereof, for late implementation beyond due date of implementation, to a maximum of 5% of total contract value. If delay exceeds beyond two weeks from due date of delivery, Bank of Baroda reserves the right to cancel the entire order.

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.

3. Annual Technical Support

Bidders must provide annual technical support, strictly as per SLA terms, till the period of contract after expiry of warranty (if product supplied with any warranty).

All updates and upgrades shall be supplied and installed during the ATS period. However, in exceptional cases remote support from OEMs'/bidders' software/service centers, through phone/Email, etc shall also be required and is a must. The time limit within which such calls shall be attended to shall be only based on the SLAs mentioned in this RFP.

4. Ownership, Grant and delivery

The vendor shall procure and provide a non-exclusive, non-transferable, 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 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.

5. Infrastructure

The Vendor needs to size the infrastructure (hardware, Operating System, Database) for the test environment on Technical Requirement (Project Scope) and propose the same as part of their technical requirement. Bank may use existing IT infrastructure or procure separately the required infrastructure based on the sizing proposed by the vendor.

The Application & Database should be sized for Active- Passive cluster at DC & Active-Passive cluster at DRC so that the solution and infrastructure can fall back on each other. DC - DR replication should be available as part of the solution so that in case of switch over the complete solution should seamlessly work.

Complete implementation, maintenance and Setting up of Trade Origination Automation Platform shall be part of the scope of the vendor.

The Bank is not responsible for any assumption made by the Vendor with respect to the sizing. In the event the sizing proposed by the Vendor does not meet the performance / service levels of the Bank the Vendor will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the vendor the required additional expenses which Bank may incur on account of such upgrades / replacements.

6. 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

7. 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.

Annexure 12–Service Levels

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

- Any fault/ issue/ defect failure intimated by Bank through any mode of communication is 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 Bidder.
- The Bidder should have 24X7X365 Management, escalation and resolution infrastructure.
- Time bound problem addressing team (onsite/offsite) for the complete contract period.
- Availability of a Ticketing System - The transition of a complaint to a defect and fixing of the same should be captured automatically in the tool/workflow and status of the same should be available to Bank on an ongoing basis. Bidder may leverage Bank’s ticketing system.
- Bidder to arrange for updating required in the system to meet the changes suggested by Respective Govt. Authorities/Central Bank of respective centre regulatory authorities/ tax authorities towards compliance as part of ATS at no extra cost to bank for the entire contract period. If, any delay in meeting the timelines results in penalty, the same will be deducted from the pay-outs of Contract value.

Application (As a whole / any module of the application) availability will be 99.9% on 24x7x365. The proposed solution should provide 99.9% uptime on monthly basis. The penalty will be calculated as per the details given below.

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.

The performance and uptime review will be done by Bank on monthly basis and in case of downtime/downgraded performance, a penalty will be charged by the Bank as per below mentioned table.

Uptime Percentage	Penalty Details
A >= 99.9%	No Penalty
99.0% =< A < 99.9%	2% of cost of monthly ATS charges
98.9% =< A < 99.0%	5% of cost of monthly ATS charges
A < 98.9%	Penalty at an incremental rate of 1% (in addition to a base

Request for Proposal for Supply, Implementation & Support of Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers

Uptime Percentage	Penalty Details
	of 5%) of cost of monthly ATS charges for every 0.1% lower than the stipulated uptime

The above mentioned table is applicable to all the products/features which will be offered to the Bank in response to this RFP.

The resolution downtime occurring due to factors attributable to the Bank and acknowledged by the Bank in writing will not impact the SLA.

The uptime percentage would be calculated on monthly basis and the calculated amount would be adjusted from every subsequent quarterly payment. The SLA charges will be subject to an overall cap of 10% of the yearly ATS Charges and thereafter, Bank has the discretion to cancel the contract. If Bidder materially fails to meet an uptime of 99.9% 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 Bidder, the Bidder has to submit a pay order / cheque payable at Mumbai in favor of Bank of Baroda for the same within 15 days from the notice period from the Bank.

Annexure 13–Masked Commercial Bid

Sr. No.	Item Description	One Time Cost	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount	Total cost for 5 Years (Rs)	GST Amount (Rs.)	Total Amount (Incl. GST) in Rs.
1.1	<p><u>Software License Cost (DC, DR, SIT / UAT - One each):</u> (One-Time)</p> <p>License Type : Perpetual without any restriction on number of users & customers for respective Center Trade Origination Automation Platform along with Document Management System for Trade Finance Business Function of -9- International Centers:</p> <p>a) Trade Web Portal for Customer Initiation Self Journey (Front-Office Business Function)</p> <p>b) Trade Web portal for : -</p> <ul style="list-style-type: none"> o Branch initiation on behalf of customers (Front-Office Business Function) o Mid Office for assessment and fulfillment by bank users (Mid-Office Business Function) 	0.00	X	X	X	X	X	0.00	0.00	0.00
1.2	<p>Any other Software License Cost (e.g. Any Middleware / Additional utility etc)</p> <p>(Note : Details along with cost is to be mentioned under this line item)</p>	0.00	X	X	X	X	X	0.00	0.00	0.00

Sr. No.	Item Description	One Time Cost	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount	Total cost for 5 Years (Rs)	GST Amount (Rs.)	Total Amount (Incl. GST) in Rs.
2	<p>End-to-End Implementation & Integration Cost for each Center :- (One Time)</p> <p>A] Trade Origination Automation Platform Implementation & Integration : Trade Origination Automation Platform for Front Office & Mid-Office along with Document Management System, Trade Web Portal, Trade Workflow and integration</p> <p>B] Finacle 10.x CBS (Back-end System) Customisation & Integration : Development of API under Finacle 10.x CBS (Trade finance Module and related - the Back-end System) for required Integration with the Proposed Trade Origination Automation Platform, customisation, testing, deployment for each Center</p> <p>Note :- i) Implementation is to comply with Local regulation of respective centre as well as International Norms/Standards. The solution is to be implemented as per the time zone of respective centre. ii) Implementation of dedicated logical Software and separate dedicated Database Instance for respective centre</p>	X	X	X	X	X	X	X	X	X
2.1	IFSCBU, Gandhi Nagar	0.00	X	X	X	X	X	0.00	0.00	0.00
2.2	UAE	0.00	X	X	X	X	X	0.00	0.00	0.00
2.3	Mauritius	0.00	X	X	X	X	X	0.00	0.00	0.00

Request for Proposal for Supply, Implementation & Support of Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers

Sr. No.	Item Description	One Time Cost	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount	Total cost for 5 Years (Rs)	GST Amount (Rs.)	Total Amount (Incl. GST) in Rs.
2.4	Uganda	0.00	X	X	X	X	X	0.00	0.00	0.00
2.5	Kenya	0.00	X	X	X	X	X	0.00	0.00	0.00
2.6	Singapore	0.00	X	X	X	X	X	0.00	0.00	0.00
2.7	Australia	0.00	X	X	X	X	X	0.00	0.00	0.00
2.8	UK -GW (Implementation to comply with GDPR guidelines)	0.00	X	X	X	X	X	0.00	0.00	0.00
2.9	USA	0.00	X	X	X	X	X	0.00	0.00	0.00
3	Training Cost per center for all -9- Centers (One time cost) (Online). <i>(Total Cost arrive by multiplying per center cost by 9.)</i> a. Admin Training -(Functional & technical) -5- days b. Train the Trainer- (Functional) -5- days c. Documentation - User manual (Functional, Operational, Technical, FAQ, SOP, & Technical and Training material Softcopy).	0.00	X	X	X	X	X	0.00	0.00	0.00
4	Annual Technical Support (ATS) Cost (Total for -9- Centers) Note : - ATS for all the Software Licenses, Document Management System including any other Software License supplied (under 1.2 above) along with Customisation under Back-end Finacle CBS System. Also ATS to include backend Support i.e. L3 level - 24*7*365.	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Sr. No.	Item Description	One Time Cost	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount	Total cost for 5 Years (Rs)	GST Amount (Rs.)	Total Amount (Incl. GST) in Rs.
5	On-Site Technical Support resource for Application Maintenance Support at Bank's Hyderabad Office -1- No. Technical Resource (Minimum -2- Year Experience of the Proposed Solution) per Shift for two shifts Daily for Six days week (Time: IST).	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	Any other Charges	0.00	X	X	X	X	X	0.00	0.00	0.00
Total Cost of Ownership (TCO) for 5 years (in Rs.)								0.00	0.00	0.00

Note:

- i. The Bidder shall quote the Prices in the format mentioned above. Prices to be filled in yellow colour boxes only (in commercial excel sheet) and nothing to be inserted in boxes where X is mentioned.
- ii. Bank will Provide Infrastructure e.g. Server, Storage, OS SW, Database software (Oracle). Proposed Solution is to be deployed on Oracle Database latest version only.
- iii. Training - Bidder to factor training session for respective centre and provide training material (Softcopy). Bidder to provide separate user Operational manual (functional & technical). Technical manual to include details of Implementation, Integration, customization, API's, Troubleshooting, SOP (Standard Operating procedure).
- iv. Onsite technical support Resource – In case Bank consider to increase the number of onsite resources, Bidder need to provide at the same rate as per the line item. Bank may increase or decrease the number of resource or may not opt at sole discretion of Bank.
- v. Bidder to factor Document management Software license (one time), under ATS (recurring cost) along with backend support cost.
- vi. Functional Module as defined under project scope section in this RFP.

We abide by following terms and conditions:

- a) The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.
- b) All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.

- c) For each of the above items provided, bidder is required to provide the cost for every line item where the Bidder has considered the cost.
- d) All the commercial value should be quoted in Indian Rupees & shall be all inclusive of taxes excluding GST. GST will be paid extra as per actuals. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- e) If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- f) All deliverables to be supplied as per tender requirements provided in the tender.
- g) The Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- h) Bank will deduct applicable TDS, if any, as per the law of the land.
- i) In the case of additional requirements desired by the Bank during the contract period over and above the quantity of 9 centres mentioned above, the maximum order which the Bank can place would be an addition of 25% to 30 % of the total centres for which contract is placed.
- j) Details to be provided for any commercial provided against “Any Other Charges”. Bank have discretion to mark these line items under any other charges if Bank feels these items are not mandatory for the project. Cost of any other charges will be consider for TCO calculation purpose however Bank will place order for these items at Bank’s discretion as per requirement.

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder’s Corporate Name

Address

Email and Phone #

Annexure 14 – Commercial Bid

Sr. No.	Item Description	One Time Cost	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount	Total cost for 5 Years (Rs)	GST Amount (Rs.)	Total Amount (Incl. GST) in Rs.
1.1	<p>Software License Cost (DC, DR, SIT / UAT - One each): (One-Time)</p> <p>License Type : Perpetual without any restriction on number of users & customers for respective Center Trade Origination Automation Platform along with Document Management System for Trade Finance Business Function of -9- International Centers:</p> <p>a) Trade Web Portal for Customer Initiation Self Journey (Front-Office Business Function)</p> <p>b) Trade Web portal for : -</p> <ul style="list-style-type: none"> o Branch initiation on behalf of customers (Front-Office Business Function) o Mid Office for assessment and fulfillment by bank users (Mid-Office Business Function) 	0.00	X	X	X	X	X	0.00	0.00	0.00
1.2	<p>Any other Software License Cost (e.g. Any Middleware / Additional utility etc)</p> <p>(Note : Details along with cost is to be mentioned under this line item)</p>	0.00	X	X	X	X	X	0.00	0.00	0.00

Sr. No.	Item Description	One Time Cost	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount	Total cost for 5 Years (Rs)	GST Amount (Rs.)	Total Amount (Incl. GST) in Rs.
2	<p>End-to-End Implementation & Integration Cost for each Center :- (One Time)</p> <p>A] Trade Origination Automation Platform Implementation & Integration : Trade Origination Automation Platform for Front Office & Mid-Office along with Document Management System, Trade Web Portal, Trade Workflow and integration</p> <p>B] Finacle 10.x CBS (Back-end System) Customisation & Integration : Development of API under Finacle 10.x CBS (Trade finance Module and related - the Back-end System) for required Integration with the Proposed Trade Origination Automation Platform, customisation, testing, deployment for each Center</p> <p>Note :- i) Implementation is to comply with Local regulation of respective centre as well as International Norms/Standards. The solution is to be implemented as per the time zone of respective centre. ii) Implementation of dedicated logical Software and separate dedicated Database Instance for respective centre</p>	X	X	X	X	X	X	X	X	X
2.1	IFSCBU, Gandhi Nagar	0.00	X	X	X	X	X	0.00	0.00	0.00
2.2	UAE	0.00	X	X	X	X	X	0.00	0.00	0.00
2.3	Mauritius	0.00	X	X	X	X	X	0.00	0.00	0.00

Request for Proposal for Supply, Implementation & Support of Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers

Sr. No.	Item Description	One Time Cost	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount	Total cost for 5 Years (Rs)	GST Amount (Rs.)	Total Amount (Incl. GST) in Rs.
2.4	Uganda	0.00	X	X	X	X	X	0.00	0.00	0.00
2.5	Kenya	0.00	X	X	X	X	X	0.00	0.00	0.00
2.6	Singapore	0.00	X	X	X	X	X	0.00	0.00	0.00
2.7	Australia	0.00	X	X	X	X	X	0.00	0.00	0.00
2.8	UK -GW (Implementation to comply with GDPR guidelines)	0.00	X	X	X	X	X	0.00	0.00	0.00
2.9	USA	0.00	X	X	X	X	X	0.00	0.00	0.00
3	Training Cost per center for all -9- Centers (One time cost) (Online). <i>(Total Cost arrive by multiplying per center cost by 9.)</i> a. Admin Training -(Functional & technical) -5- days b. Train the Trainer- (Functional) -5- days c. Documentation - User manual (Functional, Operational, Technical, FAQ, SOP, & Technical and Training material Softcopy).	0.00	X	X	X	X	X	0.00	0.00	0.00
4	Annual Technical Support (ATS) Cost (Total for -9- Centers) Note : - ATS for all the Software Licenses, Document Management System including any other Software License supplied (under 1.2 above) alongwith Customisation under Back-end Finacle CBS System. Also ATS to include backend Support i.e. L3 level - 24*7*365.	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Sr. No.	Item Description	One Time Cost	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount	Year 5 Amount	Total cost for 5 Years (Rs)	GST Amount (Rs.)	Total Amount (Incl. GST) in Rs.
5	On-Site Technical Support resource for Application Maintenance Support at Bank's Hyderabad Office -1- No. Technical Resource (Minimum -2- Year Experience of the Proposed Solution) per Shift for two shifts Daily for Six days week (Time : IST).	X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6	Any other Charges	0.00	X	X	X	X	X	0.00	0.00	0.00
Total Cost of Ownership (TCO) for 5 years (in Rs.)								0.00	0.00	0.00

Note:

- vii. The Bidder shall quote the Prices in the format mentioned above. Prices to be filled in yellow color boxes only (in commercial excel sheet) and nothing to be inserted in boxes where X is mentioned.
- viii. Bank will Provide Infrastructure e.g. Server, Storage, OS SW, Database software (Oracle). Proposed Solution is to be deployed on Oracle Database latest version only.
- ix. Training - Bidder to factor training session for respective centre and provide training material (Softcopy). Bidder to provide separate user Operational manual (functional & technical). Technical manual to include details of Implementation, Integration, customization, API's, Troubleshooting, SOP (Standard Operating procedure).
- x. Onsite technical support Resource - In case Bank consider to increase the number of onsite resources, Bidder need to provide at the same rate as per the line item. Bank may increase or decrease the number of resource or may not opt at sole discretion of Bank.
- xi. Bidder to factor Document management Software license (one time), under ATS (recurring cost) along with backend support cost.
- xii. Functional Module as defined under project scope section in this RFP.

We abide by following terms and conditions:

- k) The Bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the Bidder would need to provide the same without any charge. Bidder should make no changes to the quantity.

- l) All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- m) For each of the above items provided, bidder is required to provide the cost for every line item where the Bidder has considered the cost.
- n) All the commercial value should be quoted in Indian Rupees & shall be all inclusive of taxes excluding GST. GST will be paid extra as per actuals. The Bidder is expected to provide the GST amount and GST percentage in both the commercial and masked bids (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- o) If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- p) All deliverables to be supplied as per tender requirements provided in the tender.
- q) The Bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- r) Bank will deduct applicable TDS, if any, as per the law of the land.
- s) In the case of additional requirements desired by the Bank during the contract period over and above the quantity of 9 centres mentioned above, the maximum order which the Bank can place would be an addition of 25% to 30 % of the total centers for which contract is placed.
- t) Details to be provided for any commercial provided against “Any Other Charges”. Bank have discretion to mark these line items under any other charges if Bank feels these items are not mandatory for the project. Cost of any other charges will be consider for TCO calculation purpose however Bank will place order for these items at Bank’s discretion as per requirement.

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

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder’s Corporate Name



Address

Email and Phone #

Note: Please ensure that Commercial bid is not uploaded with the Eligibility cum Technical bid. Commercial bid will be opened only during commercial bid evaluation in second stage. In case any commercial details are found in the eligibility cum technical bid document set, entire bid is liable to be rejected.

Annexure 15 – Binding Criteria for Technical Presentation

The following criteria must be adhered to by all bidders, in connection with the technical presentations during the bid selection process:

- At least one senior representative from bidder's organization should be present in the technical presentations
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the vendor in the technical presentation should be the same ones that actively drive the project execution.
- Bidders must strictly adhere to the time slots provided (Approx. 75 Minutes) to them for the technical presentation, allowing ample time and scope for question-answers.
- Focus of the presentation should be on the specifics of the approach / methodology being proposed for the Bank.
- Both technical and administrative aspects of the project should be given suitable coverage.
- All aspects of requirements in the RFP should be covered in the presentation.
- All RFP requirements that are not covered by the proposed plan, or not adhered to, should be clearly brought out in the technical presentation, along with reasons / justification on why they will not be covered.
- Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation, along with the justification.
- Bank's evaluation and scoring on all aspects including technical presentation are final and non-negotiable.

Annexure 16 - Performance Guarantee

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To

Chief General Manager (IT) (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 favour for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

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

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

THEREFORE, WE, (name of Bank and it's 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./- (Rupeesonly)
 - b. this Bank Guarantee shall be valid and remain in force upto and including the date and
 - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
 14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

Dated this the day of, 20.....

For and on behalf of

Branch Manager

Seal and Address

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 17 - Bank Guarantee for early release of retention money

BANK GUARANTEE
(FORMAT OF BANK GUARANTEE)

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

Dear Sir,

WHEREAS (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 (BOB) vide their Purchase Order no. dated (hereinafter referred to as "PO") for

<details of equipment that supplied to be filled in table>

and it has been agreed that a payment of Rs./- (Rupees only) will be made to the Bidder representing balance 10% of the consideration amount against the security of a Bank Guarantee from a Scheduled Commercial Bank.

2. Now this deed of guarantee witnesseth that in consideration of BOB agreeing to release a sum of Rs./- (Rupees only) representing balance 10% of the consideration amount payable to the Bidder in terms of, the said agreement, we (Bank) having our head office at and amongst other places, a branch at (hereinafter referred to as the guarantor) do hereby expressly, irrevocably and unreservedly agree and undertake that :

a) In the event of Bidder committing breach of any of the undertakings or committing default in fulfilling any obligation arising out of said agreement, we (bank) shall on demand, pay BOB without any demur Rs./- (Rupees only) and notwithstanding any right the Bidder may have against BOB or any disputes raised by the Bidder or any suit or proceedings pending in any competent Court of Law in India or otherwise or before any arbitrator, and BOB's written demand shall be conclusive evidence to us that such amount

is payable by us under the said contract and shall be binding in all respects on the Guarantor.

3. The Guarantor shall not be discharged or released from the aforesaid undertaking and guarantee by any agreement, variations made between BOB and the Bidder, indulgence shown to the Bidder by BOB, with or without the consent and knowledge of the Guarantor or by any alterations in the obligations of the Bidder by any forbearance whether as to payment, time performance or otherwise.

4. (a) This guarantee shall remain valid until (date which is 3 months after expiry of warranty period), or until discharged by BOB in writing.

(b) This guarantee shall be a continuing guarantee and shall not be revocable except with the previous written consent of BOB and save as aforesaid it will be in force until the Bidder complies with its obligations hereunder.

(c) This Guarantee shall not be affected by any change in the constitution of the Bidder by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.

5. In order to give effect to this guarantee, BOB will be entitled to act as if the guarantor were the principal debtor and the guarantor hereby waives all and any of its rights of suretyship.

6. This guarantee shall continue to be in force notwithstanding the discharge of the Bidder by operation of law and shall cease only on payment of the full amount by the guarantor to BOB of the amount hereby secured.

7. This Guarantee shall be in addition to and not in substitution for any other guarantee or security for the Bidder given or to be given to BOB in respect of the said contract.

8. Any notice by way of request and demand or otherwise hereunder may be sent by post or any other mode of communication to the guarantor's address as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course by post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of BOB that the envelope was so posted shall be conclusive.

9. These presents shall be governed by and construed in accordance with Indian Law. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs./- (Rupees only)

b) This Bank Guarantee shall be valid up to (date which is 3 months after expiry of warranty period) 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 _____ (three months after the date of expiry of the warranty).

d) The guarantor has under its constitution powers to give this guarantee and Shri. (signatories) Officials / Managers of the Bank who has/have signed this



guarantee has/have powers to do so.

Dated this day of..... 201 at

For and on behalf of..... (Bank).

Authorised Signatory in favour of the Bank

Designation

Annexure 18 – Sizing Requirement

Vendor need to submit sizing requirement along with technical bid in following format (with only relevant information for DC and DR Setup):

S. No.	Item	Specification Details	Quantity	Purpose
A. Hardware				
a. Server				
1				
2				
b. Storage				
1				
2				
c. Network Component				
1				
2				
d. Any Other Component				
1				
B. Appliance				
a.				
1				
2				
b.				
1				
2				
2				
C. Application				
a. Operating System				

1				
2				
b. Database				
1				
2				
c.				
1				
2				
D. Middleware				
d.				
1				
2				
e.				
1				
2				

Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

Annexure 19 – Integrity Pact

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

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/administrative offices throughout India and nearly 15+ overseas territories. BOB is committed to fair and transparent procedure in appointing of it's 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 3 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 Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission. Name: Shri. Shri Umesh Kumar (email id: umeshkumar84@rediffmail.com) and Dr. Sandeep Tripathi (email id sandeeptrip.ifs@gmail.com) appointed competent and credible Independent External Monitors for this Pact after approval by Central Vigilance Commission. 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 20 - Service Level and Non-Disclosure Agreement Format

This Agreement is made in Mumbai this..... Day of 20... by and between BANK OF BARODA, 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 8400+ branches in India and 100+ branches/ offices overseas including branches of our subsidiaries, distributed in 18 countries. Bank desires to select a Service Provider for Supply, Implementation and Maintenance of Comprehensive Investment Management Solution for a period of 5 years 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 Supply, Implementation and Maintenance of Comprehensive Investment Management 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. AMC means Annual Maintenance Contract

Request for Proposal for Supply, Implementation & Support of Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers

- 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. Transportation and Insurance

(Terms mentioned in the RFP)

9. Pre-shipment Inspections

(Terms mentioned in the RFP)

10. Supply, Installation, Testing, Commissioning & Acceptance (SITC)

(Terms mentioned in the RFP)

11. Warranty

(Terms mentioned in the RFP)

12. 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.

13. 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.

14. 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 by IT Dept., as per above payment terms on submission of relevant 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 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. PERFORMANCE GUARANTEE

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----/- (Rupees ____ Only) in favor of BOB from any Public Sector Bank 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 ___ months with additional claim period of three months after expiry of validity period.

21. 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.

22. 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.

23. 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 _____. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 applicable in case the recruitment done through public advertisement.

31. 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.

32. 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.

33. 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 :



Annexure 21 - Declaration/ undertaking from bidder to comply with the Information and 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 Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers.

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 #

Request for Proposal for Supply, Implementation & Support of Trade Origination Automation Platform (Front Office & Mid/Back Office) for Trade Finance Business Function of International Centers